



## **POST BOARD ACTION AGENDA**

**Meeting of the Cook County Board of Commissioners**

**County Board Room, County Building**

**Wednesday, December 3, 2008 10:00 A.M.**

### **ATTENDANCE**

**Present:** President Stroger and Commissioners Beavers, Butler, Claypool, Collins, Daley, Gorman, Goslin, Maldonado, Moreno, Murphy, Peraica, Quigley, Schneider, Silvestri, Sims, Steele and Suffredin (17)

**Absent:** None (0)

(Matters referred to Committee are available from the Secretary to the Board of Commissioners)

**POST BOARD ACTION AGENDA**

**Meeting of the Cook County Board of Commissioners  
County Board Room, County Building  
Wednesday, December 3, 2008 10:00 A.M.**

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**PRESIDENT**

**PROPOSED APPOINTMENT**

**ITEM #1**

<b>REFERRED TO THE COMMITTEE ON LEGISLATION, INTERGOVERNMENTAL &amp; VETERANS RELATIONS #297538</b>
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Transmitting a Communication, dated November 21, 2008 from

TODD H. STROGER, President, Cook County Board of Commissioners

Pursuant to Illinois State law, specifically 55 ILCS 5/3-14005, I hereby appoint Takashi Reinbold to the position of Director of Budget and Management Services effective immediately.

Mr. Reinbold holds a Bachelor of Science in Business Administration from the University of Arkansas and has a long and distinguished career in public service. His experience in the areas of Auditing, Personnel, Revenue and Budget make him an asset in developing budgets as Cook County's Budget and Management Services Director.

I submit this communication for your approval.

## **COMMISSIONERS**

### **PROPOSED ORDINANCE AMENDMENT**

#### **ITEM #2**

<b>REFERRED TO THE COMMITTEE ON CONTRACT COMPLIANCE #297539</b>
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Submitting a Proposed Ordinance Amendment sponsored by

ELIZABETH "LIZ" DOODY GORMAN, County Commissioner

### **PROPOSED ORDINANCE AMENDMENT**

#### **AN ORDINANCE ELIMINATING THE DEPARTMENT OF CONTRACT COMPLIANCE AND HAVING THE OFFICE OF THE PURCHASING AGENT ASSUME THE OFFICE OF CONTRACT COMPLIANCES DUTIES AND STAFF**

**BE IT ORDAINED**, by the Cook County Board of Commissioners, that Chapter 2 Administration, Section 2-401, Chapter 34 Finance, Sections 34-151, 34-175 through 34-303, and 34-351 through 34-356, of the Cook County Code are hereby amended as follows:

#### **DIVISION 3. BUREAU OF FINANCE**

##### *Subdivision I. In General*

##### **Sec. 2-401. Bureau established.**

The Bureau of Finance is hereby established. This bureau shall be headed by a Chief Financial Officer and shall consist of the Department of Budget and Management Services, the Purchasing Agent, ~~the Office of Contract Compliance~~, the Office of the Comptroller, the Department of Risk Management and the Cook County Department of Revenue. Each department or office mentioned, respectively, has and shall exercise the powers, duties, responsibilities, functions and authority previously provided for by law or ordinance for those departments or offices unless expressly modified by law or ordinance.

#### **DIVISION 2. CONTRACT PROCUREMENT**

##### **Sec. 34-151. Purchase procedures and competitive bidding.**

The purchases of and contracts for supplies, materials, equipment and contractual services and all sales of personal property which has become obsolete or unusable, shall be based on competitive sealed bids in accordance with this section and the additional procedures set forth in Section 34-153, or shall be based on competitive requests for proposals or requests for qualifications as provided in Section 34-152, unless designated as charitable donations pursuant to Subsection 34-153(f). No purchases, orders, or contracts of \$100,000.00 or more shall be made unless authorized by the County Board. All sales of obsolete or unusable material, property, or equipment shall be made to the highest bidder, except as provided for in Section 34-153. Notwithstanding the foregoing, if a governmental agency similar in size or larger than the County has awarded a bid to a vendor for the same or similar supplies, materials, equipment or contractual services as that sought by the County, the Purchasing Agent, in his or her discretion, is authorized to purchase the supplies, materials, equipment or contractual services from that vendor at the awarded bid price without having to issue a bid for the supplies, materials, equipment or contractual services as provided in this section.

(a) *Purchases and Contracts of less than \$100,000.00.* Purchases and contracts for supplies, materials, equipment and contractual services and sales of personal property which has become obsolete or unusable and has a value of less than \$100,000.00, as estimated by the Purchasing Agent, shall be made in accordance with this subsection. Purchases, excluding professional services, having a cost of \$750.00 or less may be made with "petty cash" in the open market. All purchases greater than \$750.00 and less than \$100,000.00 may be made by competitive quotations on the open market without publication in a newspaper as provided below, but whenever practical shall be based on at least three such quotations.

(b) *Purchases and Contracts of \$100,000.00 or more; Authorization to advertise for bids.* The Department shall be responsible for requesting that the Board of Commissioners authorize the advertisement of a competitive bid.

**COMMISSIONERS continued**

**PROPOSED ORDINANCE AMENDMENT continued**

**ITEM #2 cont'd**

(c) *Purchases and Contracts of \$100,000.00 or more; Advertisement for bids.* Upon authorization from the Board of Commissioners, the Purchasing Agent shall publish the advertisement at least once in a secular newspaper of general circulation within Cook County and at least five calendar days before the final date of submitting bids. Purchasing shall also post notification of the competitive bid on the Purchasing Agent's page of Cook County's website, located at [www.cookCountygov/purchasing.com](http://www.cookCountygov/purchasing.com) and on the Purchasing Office bulletin board in accordance with the provisions of Subsection 34-153(a). Such notices shall include a general description of the commodities or contractual services to be purchased or personal property, equipment or other property to be sold and shall state where all blanks and specifications may be obtained and the time and place for the opening of bids. The County Purchasing Agent may also send requests by mail to prospective suppliers.

(d) *Purchases and Contracts of \$100,000.00 or more; Development and approval of specifications and contract terms.* The Department shall provide to the Purchasing Agent draft contract documents which shall include a description of the services or supplies to be procured, any minimum bidder qualifications, a description of the environment within which a successful bidder will be required to perform a site inspection, cost proposal information and any other information requested by the Purchasing Agent in order to prepare and finalize the bid specifications and contract documents. The Purchasing Agent may revise the draft documents prior to finalizing and issuing the contract documents.

(e) *Purchases and Contracts of \$100,000.00 or more; Pre-bid conferences.* The Department shall include the details of any pre-bid conferences in the draft contract documents submitted to the Purchasing Agent. Any changes to the date, time or place of a pre-bid conference must be communicated in writing, not less than five business days prior to originally scheduled Bid Opening, to the Office of the Purchasing Agent. The Purchasing Agent will issue an Addendum to all entities or persons registered as having picked up a Bid Package by the Office of the Purchasing Agent.

(f) *Purchases and Contracts of \$100,000.00 or more; Requests for information, clarifications or exceptions to contract documents.* As provided in the Instructions to Bidders, all requests for information, clarification or exceptions submitted by bidders must be directed in writing only to the Purchasing Agent, not less than five business days prior to the Bid Opening. Upon receipt of such a request, the Purchasing Agent's Office will determine if a response will be provided. If a Using Department or Elected Official receives a written inquiry, it shall be forwarded to the Purchasing Agent immediately. If the Department receives an oral inquiry, the prospective bidder shall be referred to the Instructions to Bidders which require that all inquiries be submitted in writing to the Purchasing Agent.

(g) *Purchases and Contracts of \$100,000.00 or more; Communications with bidders during bid process.* From the time a Bid Package is made available until the recommendation for award of the contract is approved by the Board, all communications from bidders must be directed in writing to the Purchasing Agent. However, bidders may communicate with the County's Office of ~~Contract Compliance~~ the Purchasing Agent relative to the submission of information regarding proposed minority- and women-owned business enterprise participation in the contract. All responses to inquiries regarding the status of a bid evaluation or award shall be provided by the Office of the Purchasing Agent in accordance with approved procedures.

(h) *Purchases and Contracts of \$100,000.00 or more; Communication between bidders.* From the time a Bid Package is made available to bidders until the recommendation for award of the contract is approved by the Board, no bidder shall communicate with another bidder regarding the subject matter of the procurement, with the sole exception of communications a bidder may have with a minority- or women-owned business enterprise to meet requirements of minority- or women-owned business enterprise goals. Such quotations shall not be solicited or provided in a manner that discloses or requires the disclosure of the amount of a prospective bid.

(i) *Purchases and Contracts of \$100,000.00 or more.* Bids to conform to conditions in advertisements.

(1) The County Board will not entertain or consider any bid;

a. Received after the exact time for submission of bids specified in the advertisement for bids, except as may be extended in an Addendum issued to all bidders by the Purchasing Agent;

**COMMISSIONERS continued**

**PROPOSED ORDINANCE AMENDMENT continued**

**ITEM #2 cont'd**

- b. Not accompanied by the required certified check, bid deposit, or bid bond;
  - c. Not accompanied by the affidavits, certifications or economic disclosure statements required to be submitted pursuant to this article; or
  - d. Which in any other way fails to fully comply with the terms and conditions as stated in the advertisement for bids.
- (2) No bid may be changed, amended, or supplemented in any way after the exact time for submission of bids specified in the advertisement for bids. Any bidder that cancels, withdraws or modifies its bid after the bid opening will result in the bidder being deemed unqualified and will prohibit said bidder from receiving a County contract for a period of one year from the date of bid opening. No certified check, bid deposit, or bid bond may be accepted after the exact time for submission of bids specified in the advertisement for bids.

(j) *Purchases and Contracts of \$100,000.00 or more; Examination and tallying of bids.* All bids shall be opened and tallied at a time predetermined by the President, who shall appoint a member of the County Board to preside and witness the conduct of the reading and announcing in public of all bids before all who desire to attend. The bids shall then be reported to the County Board at the next meeting after the opening thereof. If it is evident that only one qualified bid has been submitted with respect to a particular contract, no bid envelope is opened and any sealed bid(s) shall be returned to the bidder(s) via certified mail unopened. The Clerk announces this fact and that the Purchasing Agent will thereafter determine whether to reissue the solicitation of competitive bids as a result. If it is determined that an error was made in announcing the bid or there was a failure to read all bids into the record, the Purchasing Agent shall notify the Commissioner who presided over the Bid Opening and the Clerk of the Board of the need to reconvene the Bid Opening to correct the record. As soon as reasonably possible, the Bid Opening is reconvened for the purpose of correcting the record.

(k) *Purchases and Contracts of \$100,000.00 or more; Evaluation of bids.* Immediately after the Bid Opening, a post-bid meeting is scheduled wherein the Department ~~and Contract Compliance~~ reviews bids for technical specifications and minority business enterprise/women business enterprise requirements. Upon notification of a recommended vendor from the Department ~~and Contract Compliance~~, the Office of the Purchasing Agent prepares the pre-award bids report and posts said report on the County's website and on the bulletin board outside the Purchasing Agent's Office. The time intervals required to evaluate bids are not always predictable. Bidders are responsible for monitoring the website or, if they lack web access, for calling the Office of the Purchasing Agent on Mondays after 12:00 noon at (312)603-5370, to determine whether a recommendation for award will be posted during the upcoming week.

(l) *Purchases and Contracts of \$100,000.00 or more; Bid protest procedure.* Any bidder who has reason to believe that the bidder identified in the posted recommendation for award is not entitled to be awarded the contract, or who has a complaint about the bid process, may submit a written bid protest, in writing, directed to the Purchasing Agent. Such protest may be submitted at any time prior to the announcement of the recommended bidder, but no later than three business days after the date upon which the recommendation for award is posted on the County's website and on the Purchasing Agent's bulletin board. The bid protest must state with specificity the basis upon which the bidder believes that the recommendation for award is erroneous, or the basis upon which the bidder believes the bid procedure was unfair, including a statement of how the alleged unfairness prejudiced the protesting bidder. A bidder who could have submitted a request for exception, clarification or information prior to bid opening but failed to do so shall not be entitled to protest a bid on the basis of insufficient information or clarity after the bids have been opened.

(m) *Purchases and Contracts of \$100,000.00 or more; The Purchasing Agent shall decide all bid protests.* When a protest has been submitted, the Purchasing Agent shall defer presentation of a recommendation for award to the Board's Finance Committee until the bid protest has been decided.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

(n) *Purchases and Contracts of \$100,000.00 or more; Contract award and execution.* The final recommendation for award shall be transmitted to the Board, through its Finance Committee, for approval of the recommendation for award and execution of a contract with the approved bidder. The Purchasing Agent shall ensure that all required certifications are executed and all due diligence is performed prior to the request to award and execute the contract.

(o) *Purchases and Contracts of \$100,000.00 or more; Right to reject bids reserved.* The County Board reserves the right to reject any and all bids.

(p) *Purchases and Contracts of \$100,000.00 or more; Local business preference.*

- (1) In this section, the term "local business" means a person authorized to transact business in this State and having a bona fide establishment for transacting business located within the County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full-time work force within the County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within the County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full-time work force within the County.
- (2) The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent.
- (3) The Purchasing Agent shall be responsible for the implementation and enforcement of this section.

### **DIVISION 6. MINORITY-AND WOMEN-OWNED BUSINESS ENTERPRISES**

#### *Subdivision I. General Provisions*

##### **Sec. 34-275. Short title.**

This division shall be known and may be cited as the Cook County Minority- and Women-Owned Business Enterprise Ordinance.

##### **Sec. 34-276. Purpose; policy and findings.**

(a) It is the public policy of the County to ensure the full and equitable participation of minority and female owned businesses in the County's procurement process as both prime and subcontractors.

(b) The County is committed to a policy of preventing discrimination in the award of or participation in County contracts and eliminating arbitrary barriers to full participation in such contracts by all persons, regardless of race, sex, or ethnicity.

(c) Minority and women's businesses have contributed significantly to the economic development of the community, and played a similar role in increasing employment, including that of minorities.

(d) Various Federal, State and local legislative bodies and governmental agencies have adopted affirmative action programs in order to eradicate the practice of racial, ethnic and sexual discrimination in the award of public contracts.

**COMMISSIONERS continued**

**PROPOSED ORDINANCE AMENDMENT continued**

**ITEM #2 cont'd**

(e) The County has heretofore adopted a Minority Business Enterprise Ordinance to ensure that minority and women's businesses are provided full and equal opportunity to participate in County contracts.

(f) The Supreme Court of the United States in *City of Richmond v. Croson*, 488 U.S. 469 (1989), has enunciated certain standards which are necessary to maintain effective affirmative action programs in compliance with constitutional requirements.

(g) The County is committed to implementing its affirmative action program in conformance with the United States Supreme Court's decision in *City of Richmond v. Croson*.

(h) In furtherance of this commitment, the Cook County Board directed the County staff and its outside consultants to conduct an investigation into the scope of any discrimination in the award of and participation in County contracts as well as in the metropolitan Chicago economy, the extent to which such discrimination or the effects thereof has denied and continues to deny minority and women's business enterprises equal opportunity to participate in County contracts and to recommend the appropriate affirmative action steps to be taken to eliminate any such discrimination and its continuing effects.

(i) Pursuant to the County Board's direction, the County staff and its outside consultants conducted such an investigation.

(j) The County Board, having reviewed the report of the County's staff and its outside consultants and having conducted public hearings and received the testimony of witnesses, makes the following findings:

- (1) Minority and women's businesses continue to be awarded prime contracts and subcontracts in dollar amounts that are disproportionately lower than the availability of such businesses willing and able to perform County contracts.
- (2) The County's procurement practices in the past have contributed to the above identified underutilization of minority and women's businesses on County contracts.
- (3) Minority and women's businesses continue to be disadvantaged by discriminatory practices in the local construction industry and economy when competing for County contracts and in seeking subcontracting opportunities on such contracts.
- (4) The County was a passive participant in the discriminatory practices of businesses which discriminate against minority and women's businesses by entering into contracts with such businesses.
- (5) Despite its good faith efforts and implementation of previous affirmative action programs, minority and women's businesses remain at a competitive disadvantage in competing for County contracts and subcontracts.
- (6) Race and gender neutral measures or affirmative action programs without numerical goals have not and are not likely to eliminate the competitive disadvantage of minority and women's businesses in participating in County contracts due to discrimination in the local economy.
- (7) The numerical goals for the participation of minority and women's businesses in County contracts are commensurate with the availability of minority and women's businesses willing and able to perform County work.

**Sec. 34-277. Definitions.**

The following words, terms and phrases, when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

*Bona fide resident of the County* means a person whose legal and actual residency is within the County borders.

*Certified or certification* means registration of the Minority Business Enterprises or Women's Business Enterprise status of a business in the County's Directory of Minority Business Enterprises, Women's Business Enterprises and Disadvantaged Business Enterprises ("PCE Directory").

*Commercially useful function* means the performance of real and actual services in the discharge of any contractual endeavor. The contractor must perform a distinct element of work which the business has the skill and expertise to perform and have the responsibility of actually performing, managing and supervising such element of work.

~~*Contract Compliance Administrator (CCA)* means the Contract Compliance Administrator of the County.~~

*Contractor* means any person or business entity that bids on or enters into a Contract with the County, and includes all partners and all joint ventures of such person or entity.

*Controlled*, for purposes of determining whether a business is a minority business enterprise or women's business enterprise, means the minority or the female owner shall:

- (1) Possess and exercise the legal authority and power to manage business assets, good will and daily operations of the business; and
- (2) Actively and continuously exercise such managerial authority and power in determining the policies and directing the daily operations of the business. If the owners who are not minorities or females are disproportionately responsible for the operation of the business, then the business is not controlled by minorities or females.

*County contracts* means any contract, purchase order or agreement (other than a lease or collective bargaining agreement):

- (1) Where the cost is to be paid from funds belonging to or administered by the County, including such funds subject to Federal reimbursement or which requires that monies be paid to the County; and
- (2) That is Board-valued at more than \$25,000.00.

*Joint venture* means an association of two or more businesses formed to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skills and knowledge.

*Minority Business Enterprise (MBE)* means a certified participating business at least 51 percent of which is owned and controlled by one or more members of one or more minority groups or, in the case of a publicly held corporation, 51 percent of the stock is owned by one or more members of one or more minority groups and whose daily business operations are controlled by one or more such individuals. A minority group member is an individual who is one of the following:

- (1) African-American or Black (persons with origins in any of the Black racial groups of Africa);
- (2) Hispanic American (persons of Spanish culture with origins from Puerto Rico, Mexico, Cuba, South or Central America, Spain, Portugal, or the Caribbean Islands regardless of race);
- (3) Native American (American Indian);
- (4) Asian-Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian subcontinent); or



## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

- (5) Any other ethnically or racially identifiable group found by the ~~Contract Compliance Administrator~~ Purchasing Agent to have suffered actual racial or ethnic discrimination resulting in a competitive disadvantage or decreased opportunities to do business with the County.

*Owned* means having all the customary incidents of ownership, including the right of disposition, and the sharing in all risks and profits commensurate with the degree of ownership interest.

*Participating business* means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State (the "Six-County Region") that has the majority of its regular, full-time work force located within the Six-County Region and/or a business which has been placed on the vendors list maintained by the Purchasing Agent and/or has bid on or sought County work.

*Program* means the Minority and Women Owned Businesses Enterprise Program established herein.

*Protected Class Enterprise (PCE)*, for the purposes of this Program, shall mean those businesses qualifying under the definitions of *Minority Business Enterprise* and *Women's Business Enterprise* contained in this section.

*Purchasing Agent* means the Purchasing Agent of the County.

*Women's Business Enterprise (WBE)* means a certified participating business at least 51 percent of which is owned and controlled by one or more women, or, in the case of a publicly held corporation, 51 percent of the stock of which is owned by one or more women and whose daily business operations are controlled by one or more such individuals. Determination of whether a business is at least 51 percent owned by a woman or women shall be made without regard to community property laws.

#### **Sec. 34-278. Staffing and responsibilities for affirmative action.**

(a) *Contract Compliance Committee*. The members of the County Board shall elect, from the Board membership, a Contract Compliance Committee ("CCC") which shall consist of seven members of the County Board and which shall hereinafter become and remain a permanent Standing Committee of the County Board.

(b) ~~Contract Compliance Administrator~~ Purchasing Agent.

- (1) The provisions of this division and the affirmative action/procurement program ("program") established hereunder shall be administered, supervised and monitored by a ~~Contract Compliance Administrator~~ ("CCA") the Purchasing Agent and staff.
- (2) The ~~Contract Compliance Administrator's~~ Purchasing Agent's duties shall include (but not be limited to) the following areas:
  - a. Devising a certification procedure to assure that businesses taking advantage of this division are legitimate minority- or female-owned businesses.
  - b. Maintaining a list of all bona fide, certified businesses.
  - c. Recommending guidelines and regulations for the use of Protected Class Enterprise participation procedures which shall be approved by the Contract Compliance Committee prior to submission to the County Board. These guidelines shall include, but shall not be limited to, definition of goals; conditions warranting and limiting waivers; and establishment of procedures for participation in the program.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

- d. Recommending enforcement procedures which shall be approved by the Contract Compliance Committee prior to submission to the County Board, whereby the Committee may recommend to the State's Attorney that the County exercise its legal remedies to ensure reasonable and timely progress toward established goals and to prevent prime contractors from engaging in any practices through which they qualify for protected participation on the basis of misrepresentation of subcontracts or qualifications of subcontractors.
  - e. Insuring the County's conformance with Federal and State affirmative action and equal employment opportunity laws and regulations.
  - f. Participating in all purchasing, bidding, and awards processes.
  - g. Participating in all precontract conferences.
  - h. Maintaining liaison with community groups.
  - i. Investigating affirmative action complaints, and reporting findings to the Contract Compliance Committee for presentation to the County Board.
  - j. Maintaining liaison with contractor, professional, and supplier groups and associations.
  - k. Providing technical assistance to appropriate County departments, offices, and divisions in drawing specifications to include opportunities for minority- and women-owned businesses.
  - l. Generating publicity, through media appearances and public speaking engagements, to provide information and clarification about the program to as broad-based an audience as possible.
  - m. Recommending measures for revision and updating of the program as the need is indicated.
- (3) Various parts of this program require information on the County's business and contracting activities be widely disseminated throughout the protected class community.

(c) *Purchasing Agent.* The Purchasing Agent shall take whatever steps are necessary to ensure that the purchasing staff views the implementation of this division as a priority. The Purchasing Agent ~~shall report quarterly to the Contract Compliance Administrator on the status of the program and~~ shall additionally be responsible for the following duties:

- (1) A listing of minority vendors and suppliers shall be prepared by the Purchasing Department and continually updated. This listing may use, but shall not be limited to, the County's Protected Class Enterprise Directory; ~~and updating of this list should be forwarded to the Contract Compliance Administrator;~~
- (2) All new vendors on this list shall be forwarded bidders list forms and instructions; these forms and instructions shall also be distributed to protected class vendors at conferences and workshops;
- (3) All Protected Class Enterprise vendors who complete the bidders list forms shall become part of the bidders list and shall be sent notice of upcoming bids related to the Protected Class Enterprise's business at the same time that such notice is sent to all prospective bidders;

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

- (4) All Protected Class Enterprise vendors who become part of the bidders list shall have their records coded so that the vendor's history kept by the Purchasing Department will show a monthly accounting of Protected Class Enterprise purchases ~~which can be reviewed by the Contract Compliance Administrator;~~
- (5) All staff in the Purchasing Department shall take part in periodic training, with respect to making purchases from protected class companies; ~~the Contract Compliance Administrator shall be consulted by the Purchasing Agent with regard to these training efforts and shall monitor both the training content and procedures;~~
- (6) The Purchasing Agent, ~~in conjunction with the Contract Compliance Administrator,~~ shall set up procurement "best effort" guidelines for the various members of the procurement staff; these guidelines shall set the standards by which Purchasing Department staff will seek to make purchases from protected businesses; they shall also serve as a measure for the compliance review of the department with respect to the protected class program; these "best effort" guidelines shall include, but shall not be limited to, the following:
  - a. Assist in identifying protected class suppliers and/or vendors located in greater Cook County area, by product or service line, and assessing their present capability and long-term business potential with the County.
  - b. Aggressively pursue protected class suppliers, seeking out qualified and qualifiable protected class businesses in deliberate outreach efforts.
  - c. Review expected purchases on a continuous basis with the aim of matching potential protected class vendors and projected needs.
  - d. Arrange meetings with management of vendors, and make facility visits where appropriate.
  - e. Provide information to potential protected class suppliers regarding the County's purchasing policies and requirements.
  - f. Provide information to protected class suppliers or vendors regarding the County's competitive standards and prices.
  - g. Maintain accurate recordkeeping of all efforts and actual purchases made from protected class companies.

#### **Sec. 34-279. Application of division.**

This division shall be applied to all County contracts, including those contracts under which there are residency qualifications, except to the extent it may be inconsistent with any applicable State or Federal statute, regulation or program.

#### **Sec. 34-280. Program goals.**

(a) In fulfillment of its policy to promote equal opportunity in its procurement process, the County establishes the goal that Protected Class Enterprises shall participate in not less than 35 percent of the annual aggregate value of all contracts awarded by the County. County procurement personnel will make their best efforts to recruit and solicit bids and make purchases from qualified Protected Class Enterprises.

- (1) Not less than 25 percent of the annual total dollar amount of County contracts and 30 percent of the annual total dollar amount of construction contracts will be established as a goal to be awarded to Minority Business Enterprises.
- (2) Not less than ten percent of the total dollar amount of County contracts, will be established as a goal to be awarded to Women's Business Enterprises.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

- (3) The above stated percentages relate to the total dollar amount of County contracts during each fiscal year calculated by examining independently each type of contract.
- (b) The County shall comply with all applicable Federal and State policies requiring affirmative action to increase the employment opportunities of minority and female workers on its construction projects.
- (c) No goal shall be treated as a quota nor shall it be used to discriminate against any person or business enterprise on the basis of race, color, national origin, religion or sex.

#### **Sec. 34-281. Implementation.**

- (a) *Contract goals.*
  - (1) To achieve the goals stated in Section 34-280, the Purchasing Agent, except as provided in Subsection (a)(2) of this section, shall include in the bid specifications a requirement that each contractor commit that Minority Business Enterprise and Women's Business Enterprise participation in the contract will equal at least 25 percent (30 percent in the case of construction contracts) and ten percent, respectively, of the total dollar value of the contract.
  - (2) The ~~Contract Compliance Administrator~~ Purchasing Agent shall evaluate the applicability of the Minority Business Enterprise and Women's Business Enterprise goals to a specific contract. Where the ~~Contract Compliance Administrator~~ Purchasing Agent, in consultation with the ~~Purchasing Agent~~ and the user Departments, determines that the established goals are not appropriate for a specific contract because of its particular requirements, the ~~Contract Compliance Administrator~~ Purchasing Agent shall set an appropriate goal for the contract, based upon the availability of Protected Class Enterprises which are capable of providing the goods and/or services required by the particular contract, the past level of Protected Class Enterprise participation in similar contracts, the specifications of the contract and any other criteria adopted by the ~~Contract Compliance Administrator~~ Purchasing Agent.
  - (3) The applicable goals for a specific contract shall be designated in the contract specifications.
- (b) *Contractor responsibility and requirements.*
  - (1) As a precondition to selection, each contractor shall submit with its bid a completed and signed utilization plan which lists the names, addresses and contact persons of businesses intended to be used as Protected Class Enterprises on the contract, the type and scope of work or service each business will perform and the dollar amount to be allocated to each Protected Class Enterprise. Such listing shall not be duplicative (e.g., two or more entities each listed as performing 100 percent of the same work or service). Within three business days following submission of bids, a bidder shall submit its letters of intent to Protected Class Enterprises listed on its utilization plan, provided that no substitutions shall be permitted prior to bid award. Each contractor's utilization plan shall commit to Protected Class Enterprise participation equal to or greater than each of the applicable Protected Class Enterprise goals, unless the contractor requests a partial or total waiver of the requirement that it file a utilization plan or achieve a particular goal for Protected Class Enterprise participation by submitting with the filing of its bid a signed waiver request form.
  - (2) Notwithstanding its compliance with any other requirement of County ordinances and contract specifications, no bidder or offer shall be awarded an eligible contract unless the ~~Contract Compliance Administrator~~ Purchasing Agent has approved its utilization plan or granted a waiver on the contract. Such utilization plan shall be designed to meet the applicable Minority Business Enterprise and Women's Business Enterprise goals set for such project and shall be incorporated into the contract.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

- (3) A contractor may achieve the applicable Protected Class Enterprise goals by its status as a Protected Class Enterprise or by joint venture with one or more Protected Class Enterprises or by subcontracting a portion of the work to one or more Protected Class Enterprises or by purchase of materials or services from one or more Protected Class Enterprises or by the indirect participation of Protected Class Enterprises in other aspects of the contractor's business such as through a Mentor/Protégé agreement as provided herein (in accordance with applicable guidelines and provided that such Protected Class Enterprise indirect participation may not be credited toward goal attainment on more than one contract subject to this article) or by any combination of the above, subject to the following guidelines:
- a. *Joint ventures.* Where a contractor engages in a joint venture to satisfy its affirmative action commitment, the ~~Contract-Compliance Administrator~~ Purchasing Agent shall review the profits and losses, initial capital investment, actual participation of the joint venture partners in the performance of the contract, and other pertinent factors to determine the amount of credit to be granted for the joint venture toward attainment of the applicable Minority Business Enterprise and Women's Business Enterprise goals. The ~~Contract-Compliance Administrator~~ Purchasing Agent may review all records pertaining to joint venture agreements before or after the award of a contract in order to assess compliance with this article. A contractor shall receive credit towards achievement of the applicable goals in proportion to the percentage of the contract to be performed by the Protected Class Enterprise, provided that the ~~Contract-Compliance Administrator~~ Purchasing Agent may deny or limit Protected Class Enterprise credit to a contractor where the Protected Class Enterprise joint venture partner is found not to be performing a commercially useful function or not to have duties, responsibilities, management control or risk with respect to the joint venture commensurate with or in proportion to its joint venture ownership.
  - b. *Subcontracts.* A contractor may count toward its Protected Class Enterprise goals only expenditures to Protected Class Enterprises that perform a commercially useful function in the performance of a contract for work actually performed or materials supplied by the Protected Class Enterprise. To determine whether a Protected Class Enterprise is performing a commercially useful function, the ~~Contract-Compliance Administrator~~ Purchasing Agent may evaluate the amount of work subcontracted, industry practices, whether the Protected Class Enterprise has the skill and experience to perform the work for which it is being utilized and other relevant factors. Consistent with normal industry practices, a Protected Class Enterprise subcontractor may enter into second tier subcontracts. However, if a Protected Class Enterprise contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the Minority Business Enterprise or Women's Business Enterprise shall be presumed not to be performing a commercially useful function.
  - c. *Manufacturers and suppliers.* Where a contractor utilizes one or more suppliers to achieve its Protected Class Enterprise goals, such Protected Class Enterprise supplier participation may be 100 percent credited toward goal attainment where the Protected Class Enterprise supplier manufactures the goods supplied or where such Protected Class Enterprise supplier owns or operates a store, warehouse or other establishment (and related distribution equipment) in which it maintains, consistent with industry standards, an inventory of the materials or supplies required for performance of the contract for sale in the normal course of business. The participation of a Protected Class Enterprise supplier who acts as a broker (i.e., who performs no manufacturing or warehousing) shall be credited toward the applicable Protected Class Enterprise goals at a rate equal to ten percent of the payments to such Protected Class Enterprise broker.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

- d. *Protected Class Enterprise prime contractors or joint venturers.* A Minority Business Enterprise or Women's Business Enterprise contractor may count its own participation toward the achievement of the applicable Minority Business Enterprise or Women's Business Enterprise goal, respectively, but such a contractor will be required to meet all other applicable goals by joint ventures, subcontracting or purchase of materials or services. Where a contractor is a business owned and controlled by minority women ("M/WBE") or where the contractor utilizes a M/WBE in a joint venture, as a subcontractor or a supplier, the contractor may count the M/WBE participation either toward the achievement of its Minority Business Enterprise or Women's Business Enterprise goal but not both.
  - e. *Mentor/protégé agreements.* Where a contractor enters into a written agreement ("mentor/protégé" agreement) with a Protected Class Enterprise to improve or develop certain aspects of the business of the Protected Class Enterprise, such an agreement may be evaluated by the ~~Contract Compliance Administrator~~ Purchasing Agent to assess appropriate credit toward the Protected Class Enterprise goals of the contractor. The contractor and Protected Class Enterprise shall remain separate and independent business entities under the agreement. The mentor/protege agreement may provide for the contractor to assist the Protected Class Enterprise in such areas as technical aspects of its business, improving financial management, or providing on-the-job training. No such credit shall be available unless:
    - 1. The Protected Class Enterprise provides a commercially useful function in the performance of its agreement with the contractor;
    - 2. The agreement is in writing and is submitted to the ~~Contract Compliance Administrator~~ Purchasing Agent before the award of the contract; and
    - 3. The agreement clearly defines the respective responsibilities of the contractor and the Protected Class Enterprise and includes specific, measurable goals to be attained by both parties through the performance of the agreement. Upon recommendation by the ~~Contract Compliance Administrator~~ Purchasing Agent, the Contract Compliance Committee shall determine the amount of credit to be counted toward the applicable goals of this division. The ~~Contract Compliance Administrator~~ Purchasing Agent shall require the contractor to submit periodic reports summarizing the progress of the execution of the mentor/protégé agreement, and shall notify both parties of any deficiencies in performance. In order to qualify for credit, the mentor/protégé agreement must coincide in duration with, or not be for a shorter length of time than, the contract between the contractor and the County.
- (c) *Review of bid or offer.*
- (1) The ~~Contract Compliance Administrator~~ Purchasing Agent shall review each bid or offer to determine if the contractor has included in its submission a completed and signed utilization plan which meets the Protected Class Enterprise goals for the contract, and approve or reject the plan.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

- (2) The Purchasing Agent, ~~at the direction of the Contract Compliance Administrator,~~ shall declare the bid or offer nonresponsive where the ~~Contract Compliance Administrator~~ Purchasing Agent determines that a contractor:
- a. Failed to submit with its bid a completed utilization plan;
  - b. Failed to identify in its plan sufficient Minority Business Enterprises and/or Women's Business Enterprises by name, scope of work and dollar value of work to meet the applicable goals for the contract; or
  - c. Failed to submit with its bid a request for a total or partial waiver of the applicable goals.
- (3) Where a partial or total request for waiver of a goal is made, the ~~Contract Compliance Administrator~~ Purchasing Agent shall determine whether a bidder or offerors has made good faith efforts to meet the applicable Protected Class Enterprise goals and whether a total or partial waiver of a goal should be granted. Good faith efforts, as defined herein, shall include, but are not limited to, the following:
- a. Attend any prebid conference conducted by the County to acquaint contractors with Protected Class Enterprises available to provide relevant goods and services and to inform Protected Class Enterprise's of subcontract opportunities on the contract;
  - b. Review lists of available Protected Class Enterprises maintained by the County and other State and local governments and agencies prior to the bid opening to identify qualified Protected Class Enterprises for solicitation for bids;
  - c. Advertise, not less than 15 calendar days before the bid opening date, in one or more daily newspapers and/or trade publications, for bids by Protected Class Enterprises for subcontracts or the supply of goods and services on the contract;
  - d. Make timely written solicitations of available Protected Class Enterprises identified on the County's list as providing relevant services for bids for subcontracts or the supply of goods and services; and provide Protected Class Enterprises with a convenient and timely opportunity to review and obtain relevant plans, specifications or terms and conditions of the contract to enable such Protected Class Enterprises to prepare an informed response to a contractor solicitation;
  - e. Divide total contract requirements into small tasks or quantities and adjust performance bond and insurance requirements or otherwise assist Protected Class Enterprises in obtaining the required bonding, insurance or financing, where economically feasible, to encourage participation of Protected Class Enterprises;
  - f. Follow up initial solicitation of Protected Class Enterprises by contacting Protected Class Enterprises to determine if the enterprises are interested in making bids;
  - g. Negotiate in good faith with Protected Class Enterprises prior to the bid opening and do not reject as unsatisfactory any bids submitted by Protected Class Enterprises without justifiable reason;
  - h. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by Protected Class Enterprises;
  - i. Establish joint ventures with Protected Class Enterprises;

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

- j. Use the services and assistance of ~~the Contract Compliance Administrator's staff,~~ the Small Business Administration, the Office of Minority Business Enterprises of the U.S. Department of Commerce and where the contractor seeks a waiver, make timely notice of the need for Protected Class Enterprise subcontractors to an appropriate community and minority and women's business organization identified as an assist agency with respect to this article.
  - (4) A contractor seeking a total or partial waiver shall, in accordance with guidelines issued by the ~~Contract Compliance Administrator~~ Purchasing Agent, be required to submit evidence of its good faith efforts to achieve the applicable Protected Class Enterprise goals and in support of its reasons for seeking a waiver. Performance of all the actions set out in Subsection (c)(3) of this section by the contractor shall create a rebuttable assumption that the contractor has made good faith efforts to meet the applicable Protected Class Enterprise goals. The determination of the adequacy of a contractor's good faith efforts will be evaluated on the basis of the contractor's actions as of the date of the bid opening.
  - (5) The ~~Contract Compliance Administrator~~ Purchasing Agent may grant the waiver request of a contractor based upon the following criteria:
    - a. Sufficient qualified Protected Class Enterprises capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the contractor;
    - b. The specifications of and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize Protected Class Enterprises in accordance with the applicable utilization goals;
    - c. The price quoted by any potential Protected Class Enterprise source of goods or services is more than ten percent above competitive levels; and
    - d. Any other factor determined to be relevant by the Contract Compliance Administrator.
  - (6) Where a partial waiver is granted, the ~~Contract Compliance Administrator~~ Purchasing Agent shall specify the amount of the applicable goal.
  - (7) Where the ~~Contract Compliance Administrator~~ Purchasing Agent determines that a contractor has not made a good faith effort to meet the applicable goals and/or comply with the provisions herein, including, but not limited to, failing to timely submit the required letters of intent or other information request and/or has not otherwise met the requirements for a total or partial waiver, the Purchasing Agent may declare the contractor nonresponsive and reject the bid and reject any waiver request which may have been filed.
  - (8) Where the ~~Contract Compliance Administrator~~ Purchasing Agent determines that the utilization plan submitted by a contractor is false or fraudulent, the Purchasing Agent shall reject the bid or, if such a determination is made after the bid award, the contract may be forfeited and canceled.
- (d) *Subcontract requirements.* Within 30 days after demand, the prime contractor shall furnish fully executed copies of all protected class subagreements and these shall be reviewed by the ~~Contract Compliance Administrator~~ Purchasing Agent and submitted to the Contract Compliance Committee of the County Board. Subsequently, the prime contractor shall obtain and submit a copy of all Minority Business Enterprise or Women's Business Enterprise related subtier contracts on demand.
- (e) *Review of contract performance.*



## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

- (1) The ~~Contract Compliance Administrator~~ Purchasing Agent shall review the contractor's efforts during the performance of the contract to achieve its Protected Class Enterprise commitments as stated in its utilization plan. If the contractor meets or exceeds its stated goals, it shall be presumed to be in compliance. Where the ~~Contract Compliance Administrator~~ Purchasing Agent finds that the contractor has failed to achieve its stated goals or otherwise has failed to comply with the requirements of the division, including failure to provide any documentation required by the ~~Contract Compliance Administrator~~ Purchasing Agent, has not satisfactorily demonstrated good faith efforts, and/or has deviated without authorization from the compliance related portions of the contract as originally approved, the ~~Contract Compliance Administrator~~ Purchasing Agent shall report findings to the Contract Compliance Committee.
- (2) The ~~Contract Compliance Administrator~~ Purchasing Agent may establish such requirements for periodic contractor reporting on the fulfillment of its goals and its utilization of Protected Class Enterprises as the ~~Contract Compliance Administrator~~ Purchasing Agent determines appropriate and necessary for effective enforcement of this division. A contractor also shall be required to provide the ~~Contract Compliance Administrator~~ Purchasing Agent any additional requested compliance documentation within 14 days of such request.
- (3) If the Contract Compliance Committee determines that the contractor has failed to comply with its contractual commitments or any portion of this division, the Contract Compliance Committee will notify the contractor of such noncompliance and may take any of the following actions:
  - a. Instruct the Comptroller to withhold 50 percent of the current progress payment due the prime contractor.
  - b. Withhold up to 100 percent of further progress payments until the contractor demonstrates that it is in compliance with the requirements of this division.
  - c. Debar the contractor from future bids or offers until the contractor demonstrates that it is in compliance with the requirements of this division.

(f) *Protected Class Enterprise bid and target market programs.* To address more specifically the barriers to Protected Class Enterprise participation as prime contractors in County work, the ~~Contract Compliance Administrator~~ Purchasing Agent may ~~direct the Purchasing Agent to~~ institute the following special Protected Class Enterprise bidding provisions, following determination of the appropriateness of such provisions.

- (1) In connection with the award of a contract subject to competitive bidding on which a Protected Class Enterprise has bid and where the Protected Class Enterprise meets the following criteria:
  - a. It is bidding on the item in question for the first time; and
  - b. It never has successfully bid on a Cook County purchasing contract, the ~~Contract Compliance Administrator~~ Purchasing Agent may, at the opening of the bids on the item, compare the Protected Class Enterprise bid with the lowest bid, and, if the Protected Class Enterprise's bid is closely competitive as defined by guidelines to be established by the ~~Contract Compliance Administrator~~ Purchasing Agent with that of lowest actual bids, ~~direct the Purchasing Agent to~~ declare the Protected Class Enterprise the successful bidder. A Protected Class Enterprise may use this procedure only once to become the successful bidder on any particular item. Thereafter, the Protected Class Enterprise must be totally competitive in terms of price to be the successful bidder.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

- (2) The ~~Contract Compliance Administrator~~ Purchasing Agent shall develop and coordinate a target market program as follows:
- a. The ~~Contract Compliance Administrator~~ Purchasing Agent shall review the availability of Protected Class Enterprises providing various goods and services and shall identify for inclusion in a potential program for bidding among Protected Class Enterprise firms certain commodity areas with sufficient Protected Class Enterprise availability to ensure that the County receives a competitive price. The ~~Contract Compliance Administrator~~ Purchasing Agent shall report his/her findings and recommendations to the Contract Compliance Committee;
  - b. Upon a determination by the Contract Compliance Committee that such a program is advisable for any particular commodity procurement, the ~~Contract Compliance Administrator~~ Purchasing Agent will institute the following procedures:
    1. The ~~Contract Compliance Administrator~~ Purchasing Agent will notify the Purchasing Agent of identification of those commodity codes appropriate for a target market program;
    2. To the extent practicable, the Purchasing Agent, with the aid of the ~~Contract Compliance Administrator~~ Purchasing Agent, shall divide procurement in the designated commodity areas into economically feasible sizes to facilitate bids or offers from Protected Class Enterprises and shall designate contracts to be offered under the target market program;
    3. The Purchasing Agent shall offer Protected Class Enterprises the opportunity to bid on such contracts in a limited competition;
    4. All standard County rules for bidding will then become effective and, provided that at least three Protected Class Enterprises bid or make an offer on the contract, the lowest responsive and responsible bidder among the Protected Class Enterprise firms will receive the contract;
    5. In the event less than three Protected Class Enterprises bid or make an offer on the contract or if there is no responsive bid or offer received from a responsible Protected Class Enterprise, the Purchasing Agent shall rebid the contract not subject to the target market program.
  - c. Participation in the target market program shall be limited to Minority Business Enterprises, Women's Business Enterprises and joint ventures consisting exclusively of Minority Business Enterprises, Women's Business Enterprises or both. The Protected Class Enterprise contractor on a target market contract may subcontract up to 50 percent of the dollar value of the target market contract to subcontractors who are not Minority Business Enterprises or Women's Business Enterprises.

(g) *Fifty percent Protected Class Enterprises required for informal bid solicitations.* All buyers shall solicit 50 percent PCEs in their informal bid solicitations for materials under \$10,000.00, which are not bid by formal advertising.

(h) *Buyers to use Protected Class Enterprises in requisitions.* All buyers will make every effort to use *Protected Class Enterprises* whenever possible in their requisitions for materials under \$10,000.00, which are not bid.

(i) *Division of large contracts to facilitate offers from Protected Class Enterprises.* With respect to large contracts for which subcontracting possibilities are impracticable, all buyers will, to the extent practicable, divide such contracts into economically feasible sizes to facilitate bids or offers from *Protected Class Enterprises*.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

(j) *Technical assistance.* The contractor is bound by all the requirements, terms, and conditions of this article. Subsequent to the acceptance of an awarded contract, there will be no waiver of the requirements, terms and conditions. The County Board, through its Contract Compliance Committee and the ~~Contract Compliance Administrator~~ Purchasing Agent, will make technical assistance in meeting the terms and conditions of this article available to all interested bidders.

(k) *Finance; measures for reduction of cash flow problems of protected class contractors.*

- (1) As needed, the ~~Contract Compliance Administrator~~ Purchasing Agent shall assist *Protected Class Enterprises* with training seminars in the technical aspects of preparing a bid for a County contract.
- (2) All prime contractors shall be urged to follow the County's example by making prompt and timely payments to Protected Class Enterprise subcontractors working on Cook County projects. The timeliness of such payments shall be monitored by the ~~Contract Compliance Administrator~~ Purchasing Agent on a regular basis, and an investigation shall be made of every complaint or charge of excessive delay in payment. Reports of these investigations shall be made to the Contract Compliance Committee and to the County Comptroller.
- (3) If at any time during the progress of the work, the contractor shall fail or neglect to pay a Protected Class Enterprise subcontractor for any labor performed, furnished, or tools, machinery, appliances, fuels, provisions or supplies of any sort or kind used or consumed upon, in or on account of the work for ten days after payment for same shall become due, then the County shall have the power and authority to pay such indebtedness, and the amount so paid shall be retained out of the money due or to become due the contractor. The County Comptroller may refuse to make the payment hereinafter specified to the extent of such indebtedness, until satisfactory evidence in writing has been furnished that the indebtedness has been discharged. In any such case, the Purchasing Agent is hereby authorized and empowered by the contractor to ascertain the amount due or owing from the contractor to any laborer or laborers, or to any person or persons, or corporation, for labor, equipment, material, tools, machinery, appliances, provisions, fuels, or supplies of any sort or kind consumed upon, in or on account of the work covered by this contract in such manner and upon such proofs as may be deemed sufficient.
- (4) The County Board shall encourage major prime contractors to make available to Protected Class Enterprise subcontractors working on their projects their sources of financial assistance.

(l) *Contract award considerations.* Where the lowest responsive contractor submits a bid/offer which exceeds by ten percent or more the bid/offer of the lowest PCE nonresponsive contractor ["PCE nonresponsive" for purposes of this subsection means nonresponsive pursuant to Subsection (c)(2) of this section, but otherwise responsive to the contract specifications], the County shall have the right to reject all bids/offers and rebid or request further offers.

#### **Sec. 34-282. Professionals and consulting services and sole source agreements.**

All Department heads who may employ the professional services of accountants, attorneys, physicians, dentists, statisticians, data analysts, engineers, and other such personnel or who require goods or services procured through sole source agreements shall implement this article and compliance programs in a "best effort" manner. In lieu of the requirements set forth in Section 34-281(b), all providers of such professional services or goods or services are to be notified that:

- (1) In the case of term contracts (annually or for more than six months), they are to maximize the use of Protected Class Enterprises or individuals as subconsultants or subcontractors.
- (2) In the case of contracts instituted on an as-needed basis or lasting less than six months, they are to submit to the County affirmative action plans and goals and maximize the number of women and minority professionals in their firm who participate in various County projects.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

- (3) In both of the above cases the internal affirmative action plans and goals of the providers shall be submitted to the ~~Contract Compliance Administrator~~ Purchasing Agent and shall be reviewed against the provider's actual affirmative action achievements and shall become a part of the provider's protected class compliance review; this twice yearly review by the ~~Contract Compliance Administrator~~ Purchasing Agent shall become a factor in the County's continued use of the services of providers.
- (4) The County sets a "best efforts" goal of 35 percent Protected Class Enterprise participation for the total professional services and consulting services utilized by the County. The County must be able to call upon those professionals whose particular training and experience most closely fit our needs. The County shall endeavor to increase utilization of protected class firms. Because use of such services is not programmed or predictable, a "best effort" standard shall be used for attainment of the goal amounts.

#### **Sec. 34-283. Other Federal and State regulations.**

Nothing in this division shall be interpreted to diminish or supplant equal employment opportunity requirements contained in Federal or State grant funded contracts.

#### **Sec. 34-284. Preference to residents of County.**

In addition to the goals established pursuant to Section 34-280, there is established as a goal that on any contract approved by the County Board there will be utilization of at least 50 percent bona fide County residents and 30 percent minorities in each trade for each project awarded by the County and in the aggregated workforce in each project five percent will be females.

#### **Sec. 34-285. Reporting and review.**

The County Board directs the Contract Compliance Administrator to report to the County Board on an annual basis with respect to the following:

- (1) The level of Protected Class Enterprise participation achieved in each year in County contracts subject to this division;
- (2) The then current estimated availability of *Protected Class Enterprises* to perform County contracts;
- (3) An evaluation of the effectiveness of the article in ensuring full and equitable participation by *Protected Class Enterprises* in County contracts and in mitigating the competitive disadvantage suffered by Minority Business Enterprises and Women's Business Enterprises due to the present effects of discrimination in the local economy and award public contracts;
- (4) An assessment of the continuing need for utilization goals for specific types of goods and services used in County contracts;
- (5) Identification of any enforcement problems; and
- (6) Any recommendations with respect to improving the County's effectiveness in remedying the effects of discrimination against Minority Business Enterprises and Women's Business Enterprises and/or discontinuing or modifying any affirmative action requirements in those cases where Minority Business Enterprises and Women's Business Enterprises no longer are disadvantaged by the effects of discrimination in their participation in County contracts.

#### *Subdivision II. Construction Interim Ordinance*

#### **Sec. 34-286. Title.**

This subdivision shall be known as the "Minority- and Women-Owned Business Enterprise Construction Interim Ordinance" and may be cited as such.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

##### **Sec. 34-287. Recitals.**

The President and the Board of Commissioners of the County of Cook find that all of the recitals contained in the preambles to Ordinance No. 06-O-48 are full, true and correct and do incorporate them into this subdivision by this reference.

##### **Sec. 34-288. Findings of discrimination.**

The President and the Board of Commissioners of the County of Cook, after considering (i) evidence presented at trial in *Builders Association of Greater Chicago v. City of Chicago*, 298 F.Supp.2d 725 (N.D. Ill. 2003) and *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005); (ii) County statistical evidence of continuing discrimination against Blacks, Hispanics, Asians and women in the County's contracting awards; (iii) the Report title, "Review of Compelling Evidence of Discrimination Against Minority- and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois;" as well as (iv) anecdotal evidence of discrimination against minorities and women in the County's construction marketplace; and (v) receiving and considering written reports, adopts the following findings as a strong basis in evidence supporting a narrowly tailored, remedial affirmative action program in County construction contracting:

(a) The County of Cook seeks to provide a level playing field and equal access for all prime contractors and subcontractors to participate in County construction contracting opportunities;

(b) Since the County's affirmative action program as it relates to construction projects was declared unconstitutional in 2000, the County has witnessed a drastic reduction in M/WBE construction prime contract and subcontract participation;

(c) The County has engaged in committee hearings in which the County has heard anecdotal evidence of discrimination in the construction industry, has commissioned a study on the levels of M/WBE participation in County contracts, has reviewed the report prepared indicating evidence of discrimination in County construction contracts and has considered the evidence in relevant case law;

(d) In the absence of M/WBE participation goals the County has witnessed a drastic decline in M/WBE participation in its construction contract below the availability of such firms and thus would be a passive participant in a discriminatory marketplace without the use of such M/WBE goals;

(e) The County has a compelling interest in preventing discrimination; and

(f) The County desires to reaffirm its commitment to full and fair opportunities for all firms to participate in its construction contracts.

##### **Sec. 34-289. Public purpose.**

It is hereby found, determined and declared that the purpose of this Interim Ordinance is to take steps to ensure the full and equitable participation of Minority- and Women-Owned Business Enterprises in the County's procurement process as both prime and subcontractors in the County's construction contracts. The County is committed to a policy of preventing discrimination in the award of or participation in construction contracts and has recommended appropriate affirmative action steps to be taken to eliminate any such discrimination.

##### **Sec. 34-290. Applicability.**

This subdivision shall apply to all construction contracts funded in whole or in part by County funds, regardless of the sources of other funds; provided that any contract with respect to which a goal for Minority-Owned Business Enterprise or Women-Owned Business Enterprise participation is inconsistent with or prohibited by State or Federal law shall be exempt from the goals included in this subdivision.

##### **Sec. 34- 291. Severability.**

If any section, subsection, clause or provision of this subdivision is held to be invalid by a court of competent jurisdiction, the remainder of the subdivision shall not be affected by such invalidity.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

#### **Sec. 34-292. Definitions.**

The following terms shall have the following meanings:

*Affiliate* of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the County shall consider all appropriate factors, including common ownership, common management, and contractual relationships.

*Annual Participation Goals* mean the targeted levels established by the County for the annual aggregate participation of MBEs and WBEs in County construction contracts.

*Certified Firm* means a firm that has been accepted by the County as a certified MBE or WBE.

*County* means the County of Cook and its participating User Departments.

*County's Marketplace* means the Metropolitan Statistical Area for Chicago, as established by the Bureau of the Census, currently the counties of Cook, DuPage, Kane, Lake, McHenry and Will.

*Contractor* means any person or business entity that seeks to enter into a construction contract with the County, other than professional services, and includes all partners, Affiliates and Joint Ventures of such person or entity.

*Commercially Useful Function* means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities as a Joint Venture partner.

*Director* means the Director of the Office of ~~Contract Compliance~~ the Purchasing Agent.

*Doing Business* means having a physical location from which to engage in for profit activities in the scope(s) of expertise of the firm.

*Economically Disadvantaged* means an individual with a Personal Net Worth less than \$2,000,000.00 indexed annually for the Chicago Metro Area Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January 2007.

*Expertise* means demonstrated skills, knowledge or ability to perform in the field of endeavor in which certification is sought by the firm as defined by normal industry practices, including licensure where required.

*Good Faith Efforts* means actions undertaken by a Contractor to achieve a MBE or WBE goal, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program's goals.

*Joint Venture* means an association of two or more persons, or any combination of types of business enterprises and persons numbering two or more, proposing to perform a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the Certified Firm is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

*Local Business* means a business entity located within the County's Marketplace which has the majority of its regular, full time work force located within the County's Marketplace.

*Manufacturer* means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

*Minority Business Enterprise (MBE)* means a Local Small Business, including a sole proprietorship, partnership, corporation, limited liability company, Joint Venture or any other business or professional entity:

- (1) Which is at least 51 percent owned by one or more Minority Individuals, or in the case of a publicly owned business, at least 51 percent of all classes of the stock of which is owned by one or more Minority Individuals;
- (2) Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more such more Minority Individuals;
- (3) Which performs a Commercially Useful Function;
- (4) Which is a Certified Firm; and
- (5) Which is a Small Business Enterprise.

*Minority Individual* means a person:

- (1) African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
- (2) Hispanic-Americans, which includes persons of Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- (3) Native-Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; or
- (4) Asian-Americans (persons whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent); or
- (5) Individual members of other groups, including but not limited to Arab-Americans, found by the County to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the County's marketplace or to do business with the County.

*Owned* means having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

*Personal Net Worth* means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other County certified MBE or WBE, provided that the other firm is certified by a governmental agency that meets the County's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse, an individual's personal net worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

*Program* means the Interim Program established by the Minority- and Women- Owned Business Enterprise Interim Ordinance.

*Project Specific Goals* means the Goals established for a particular project or contract based upon the availability of MBEs or WBEs in the scopes of work of the Project.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

*Regular Dealer* means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a Regular Dealer's distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, manufacture representatives, or other persons who arrange or expedite transactions are not Regular Dealers.

*Small Business* means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, relevant to the scope(s) of work the firm seeks to perform on County contracts. A firm is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

*Socially Disadvantaged* means a Minority Individual or Woman who has been subjected to racial, ethnic or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

*User Department* means the department of the County responsible for initiating the procurement process.

*Utilization Plan* means the list of MBEs and WBEs that the Bidder/Proposer commits will be utilized, the scopes of the work and the dollar values or the percentages of the work to be performed.

*Woman* means a person of the female gender.

*Woman-Owned Business Enterprise (WBE)* means a Local Small Business, including a sole proprietorship, partnership, corporation, limited liability company, Joint Venture or any other business or professional entity:

- (1) Which is at least 51 percent owned by one or more Women, or in the case of a publicly owned business, at least 51 percent of all classes of the stock of which is owned by one or more Women;
- (2) Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more such Women;
- (3) Which performs a Commercially Useful Function;
- (4) Which is a Certified Firm; and
- (5) Which is a Small Business Enterprise.

#### **Sec. 34-293. Program administration.**

(a) The Office of the ~~Contract Compliance~~ Purchasing Agent, which shall report to the President of the Board of Commissioners of Cook County, shall administer the Program, which duties shall include:

- (1) Formulating, proposing and implementing rules and regulations for the development, implementation and monitoring of the Program.
- (2) Providing information and assistance to MBEs and WBEs relating to County procurement practices and procedures, and bid specifications, requirements, goals and prerequisites.



**COMMISSIONERS continued**

**PROPOSED ORDINANCE AMENDMENT continued**

**ITEM #2 cont'd**

- (3) Establishing uniform procedures and criteria for certifying, recertifying and decertifying businesses as MBEs and WBEs, accepting certifications by other agencies, and maintaining a directory of Certified Firms.
- (4) Establishing Project Specific Goals.
- (5) Evaluating Contractors' achievement of Project Specific Goals or Good Faith Efforts to meet Project Specific Goals.
- (6) Working with User Departments to monitor contracts to ensure prompt payments to MBEs and WBEs and compliance with Project Specific Goals and commitments, including gathering data to facilitate such monitoring.
- (7) Receiving, reviewing, and acting upon complaints and suggestions concerning the Program.
- (8) Collecting data to evaluate the Program and other County contracting initiatives.
- (9) Monitoring the Program and the County's progress towards the Annual Participation Goals. The Director shall report on a quarterly and annual basis to the President on the administration and operations of the Program.

(b) The User Departments that receive appropriate delegation for project management, contract management, and/or construction and/or design contract responsibility shall have the following duties and responsibilities with regard to the Program:

- (1) Assisting the Director with setting Project Specific Goals.
- (2) Assisting in the identification of available MBEs and WBEs, and providing other assistance in meeting the Project Specific Goals.
- (3) Performing other activities to support the Program.
- (4) Gathering and maintaining prime contracting and subcontracting data for those contracts which they manage.
- (5) Submitting subcontracting data as required to the Director.

**Sec. 34-294. Race- and gender-neutral measures to ensure equal opportunities for all contractors and subcontractors.**

The County shall develop and use measures to facilitate the participation of all firms in County construction contracting activities. These measures shall include, but are not limited to:

- (a) Arranging solicitation times for the presentations of bids, quantities, specifications, and delivery schedules to facilitate the participation of interested firms;
- (b) Segmenting contracts to facilitate the participation of MBEs, WBEs and other Small Businesses;
- (c) Providing timely information on contracting procedures, bid preparation and specific contracting opportunities;
- (d) Providing assistance to businesses in overcoming barriers such as difficulty in obtaining bonding and financing;
- (e) Holding pre-bid conferences, where appropriate, to explain the projects and to encourage Contractors to use all available firms as subcontractors;
- (f) Adopting prompt payment procedures, including, requiring by contract that prime Contractors promptly pay subcontractors;

**COMMISSIONERS continued**

**PROPOSED ORDINANCE AMENDMENT continued**

**ITEM #2 cont'd**

(g) Reviewing retainage, bonding and insurance requirements to eliminate unnecessary barriers to contracting with the County;

(h) Collecting information from all prime Contractors on County construction contracts detailing the bids received from all subcontractors for County construction contracts and the expenditures to subcontractors utilized by prime Contractors on County construction contracts;

(i) At the discretion of the County, letting a representative sample of County construction contracts without goals, to determine MBE and WBE utilization in the absence of goals;

(j) Maintaining information on all firms bidding on County prime contracts and subcontracts; and

(k) Referring complaints of discrimination to Cook County's Commission on Human Relations, or other appropriate authority, for investigation.

**Sec. 34-295. Program eligibility.**

(a) Only businesses that meet the criteria for certification as a MBE or WBE may participate in the Program. The applicant has the burden of persuasion by a preponderance of the evidence.

(b) Only a firm owned by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

- (1) The firm's ownership by a Socially and Economically Disadvantaged person must be real, substantial, and continuing, going beyond *pro forma* ownership of the firm as reflected in ownership documents. The owner(s) must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.
- (2) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner(s) to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the firm's operations, indispensable to the firm's potential success, specific to the type of work the firm performs and documented in the firm's records. The individual whose Expertise is relied upon must have a commensurate financial investment in the firm.

(c) Only a firm that is managed and controlled by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

- (1) A firm must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner(s). There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner(s), without the cooperation or vote of any non-Socially and Economically Disadvantaged person, from making any business decision of the firm, including the making of obligations or the dispersing of funds.
- (2) The Socially and Economically Disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long-term decisions on management, policy, operations and work.
- (3) The Socially and Economically Disadvantaged owner(s) may delegate various areas of the management or daily operations of the firm to persons who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner(s) must retain the power to hire and fire any such person. The Socially and Economically Disadvantaged owner(s) must actually exercise control over the firm's operations, work, management and policy.

**COMMISSIONERS continued**

**PROPOSED ORDINANCE AMENDMENT continued**

**ITEM #2 cont'd**

- (4) The Socially and Economically Disadvantaged owner(s) must have an overall understanding of, and managerial and technical competence, experience and Expertise, directly related to the firm's operations and work. The Socially and Economically Disadvantaged owner(s) must have the ability to intelligently and critically evaluate information presented by other participants in the firm's activities and to make independent decisions concerning the firm's daily operations, work, management, and policymaking.
- (5) If federal, state and/or local laws, regulations or statutes require the owner(s) to have a particular license or other credential to own and/or control a certain type of firm, then the Socially and Economically Disadvantaged owner(s) must possess the required license or credential. If state law, County ordinance or other law regulations or statute does not require that the owner possess the license or credential, that the owner(s) lacks such license or credential is a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner(s) actually controls the firm.
- (6) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the owner from devoting sufficient time and attention to the affairs of the firm to manage and control its day to day activities.

(d) Only an independent firm may be certified as a MBE or WBE. An independent firm is one whose viability does not depend on its relationship with another firm. Recognition of an applicant as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent and non-Affiliated. In determining whether an applicant is an independent business, the Director will:

- (1) Scrutinize relationships with non-Certified Firms in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.
- (2) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner(s) of the applicant and non-Certified Firms or persons associated with non-Certified Firms compromise the applicant's independence.
- (3) Examine the applicant's relationships with non-Certified Firms to determine whether a pattern of exclusive or primary dealings with non-Certified Firm compromises the applicant's independence.
- (4) Consider the consistency of relationships between the applicant and non-Certified Firms with normal industry practice.

(e) An applicant shall be certified only for specific types of work in which the Socially and Economically Disadvantaged owner(s) has the ability and Expertise to manage and control the firm's operations and work.

(f) The County shall certify the eligibility of Joint Ventures involving MBEs or WBEs and non-Certified Firms.

(g) In lieu of conducting its own certifications, the Director by rule may accept formal certifications by other entities as meeting the requirements of the Program, if the Director determines that the certification standards of such entities are comparable to those of the County.

(h) The certification status of all MBEs and WBEs shall be reviewed periodically by the Office of ~~Contract Compliance~~ the Purchasing Agent. Failure of the firm to seek recertification by filing the necessary documentation with the Director as provided by rule may result in decertification.

(i) It is the responsibility of the Certified Firm to notify the Director of any change in its circumstances affecting its continued eligibility for the Program. Failure to do so may result in the firm's decertification.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

- (j) The Director shall decertify a firm that does not continuously meet the eligibility criteria.
- (k) Decertification by another agency shall create a *prima facie* case for decertification by the County. The challenged firm shall have the burden of proving that its County certification should be maintained.
- (l) A firm that has been denied certification or recertification or has been decertified may protest the denial or decertification as provided by rule.
- (m) A firm found to be ineligible may not apply for certification for six (6) months after the effective date of the final decision.
- (n) A third party may challenge the eligibility of an applicant for certification or a Certified Firm as provided by rule. Such challenges shall be signed and sworn by the individual challenging the eligibility of an applicant for certification or a certified firm. The burden of proof shall rest with the complainant. Such challenges to eligibility shall be subject to an appeal. The director shall be the final arbiter of all challenges. The presumption that the challenged firm is eligible shall remain in effect until the County renders a final decision.

#### **Sec. 34-296. Annual aspirational goals.**

The Annual Aspirational Goals for the utilization of MBEs and WBEs on County construction contracts and subcontracts shall be 24 percent for MBEs and four percent for WBEs.

#### **Sec. 34-297. Project specific goals.**

The Director, in consultation with the User Department shall establish Project Specific Goals for construction Contracts based upon the availability of at least three MBEs and three WBEs to perform the anticipated subcontracting functions of the project and the County's utilization of MBEs and WBEs to date.

#### **Sec. 34-298. Counting MBE and WBE participation.**

- (a) The entire amount of that portion of a contract that is performed by the MBEs or WBEs own forces shall be counted, including the cost of supplies and materials obtained by the MBE or WBE for the work of the contract, and supplies purchased or equipment leased by the MBE or WBE (except supplies and equipment the MBE or WBE purchases or leases from the prime Contractor or the prime Contractor's Affiliate).
- (b) The entire amount of fees or commissions charged by a MBE or WBE for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.
- (c) When a MBE or WBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the Joint Venture's contract that is performed by the MBE or WBE with its own forces and for which it is separately at risk, shall be counted.
- (d) Only expenditures to a MBE or WBE that is performing a Commercially Useful Function shall be counted. To determine whether a MBE or WBE is performing a Commercially Useful Function, the County will evaluate the amount of work subcontracted, industry practices, whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors. To perform a Commercially Useful Function, the MBE or WBE must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. A MBE or WBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in the contract through which funds are passed in order to obtain the appearance of MBE or WBE participation. If a MBE or WBE subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a MBE or WBE is presumed not to be performing a Commercially Useful Function, the Certified Firm may present evidence to rebut this presumption.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

(e) One hundred percent of the cost of the materials or supplies obtained from a MBE or WBE Manufacturer or Regular Dealer shall be counted. One hundred percent of the fees or transportation charges for the delivery of materials or supplies required on a job site shall be counted only if the payment of such fees is a customary industry practice and are commensurate with fees customarily charged for similar services.

(f) If a firm ceases to be a certified during its performance on a contract, the dollar value of work performed under a contract with that firm after it has ceased to be certified shall not be counted.

(g) In determining achievement of Project Specific Goals, the participation of a MBE or WBE shall not be counted until that amount has been paid to the MBE or WBE.

#### **Sec. 34-299. Contract pre-award compliance procedures.**

(a) For all solicitations, the bidder/proposer shall submit a Utilization Plan detailing all subcontractors from which the Contractor solicited bids or quotations, and if Project Specific Goals have been established, its achievement of the Goals or its Good Faith Efforts to do so. The Utilization Plan shall be due at the time the bid proposal is due.

(b) Any agreement between a Contractor and a MBE or WBE in which the Contractor requires that the MBE or WBE not provide subcontracting quotations to other Contractors is prohibited.

(c) Where the Contractor cannot achieve the Project Specific Goal(s), the Director will determine whether the Contractor has made Good Faith Efforts to meet the Goal(s). In making this determination, the Director will consider, at a minimum, the Contractor's efforts to:

- (1) Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and written notices) the interest of all MBEs and WBEs certified in the scopes of work of the contract. The Contractor shall provide interested MBEs and WBEs with timely, adequate information about the plans, specifications, and requirements of the contract to allow MBEs and WBEs to respond to the solicitation. The Contractor must follow up initial solicitations with interested MBEs and WBEs.
- (2) Select portions of the work to be performed by MBEs and WBEs in order to increase the likelihood that the Project Specific Goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation, even when the Contractor would otherwise prefer to perform these work items with its own forces. It is the Contractor's responsibility to make a portion of the work available to MBEs and WBEs and to select those portions of the work or material needs consistent with the availability MBEs and WBEs to facilitate their participation.
- (3) Negotiate in good faith with interested MBEs and WBEs. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs and WBEs that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached with MBEs and WBEs. The Contractor may not reject MBEs and WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. That there may be some additional costs involved in finding and using MBEs and WBEs is not in itself sufficient reason for a Contractor's failure to meet the Project Specific Goals, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve it of the responsibility to make Good Faith Efforts on all subcontractable scopes of work.
- (4) Make efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the County or the prime Contractor, where appropriate.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

- (5) Make efforts to assist interested MBEs and WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, where appropriate.
- (6) Use the services of the Office of ~~Contract Compliance~~ the Purchasing Agent, available minority/women community organizations, minority/women contractors' groups, government sponsored minority/women business assistance offices and other appropriate organizations to provide assistance in the recruitment and placement of MBEs and WBEs.

(e) In determining whether a Contractor has made Good Faith Efforts, the performance of other Contractors in meeting the Project Specific Goals may be considered. For example, when the apparent successful Contractor fails to meet the Project Specific Goals but others meet it, it may be reasonably questioned whether, with additional reasonable efforts, the apparent successful Contractor could have met the Project Specific Goals. Similarly, if the apparent successful Contractor fails to meet the Project Specific Goals, but meets or exceeds the average MBE or WBE participation obtained by other Contractors, this may be evidence that the apparent successful Contractor made Good Faith Efforts.

(f) A signed letter of intent from each listed MBE or WBE, describing the work, materials, equipment or services to be performed or provided by the MBE or WBE and the agreed upon dollar value shall be due at the time of bid proposal or within three days after such submission.

(g) The Director shall timely review the Utilization Plan before award, including the scope of work and the letters of intent from MBEs and WBEs. The Director may request clarification in writing of items listed in the Utilization Plan, provided such clarification shall not include the opportunity to augment listed participation or Good Faith Efforts.

(h) If the Director determines that the Utilization Plan demonstrates that the Project Specific Goals have been achieved or Good Faith Efforts made, with the concurrence of the User Department, the Director and User Department shall recommend award to Purchasing Agent.

(i) If the Director finds that a Contractor did not make sufficient Good Faith Efforts, the Director shall communicate this finding to the User Department and recommend that the bid/proposal be rejected. A Contractor may protest this determination pursuant to the County's bid protest procedures.

#### **Sec. 34-300. Contract administration procedures.**

(a) Upon award of a contract by the County that includes Project Specific Goals, the Project Specific Goals become covenants of performance by the Contractors in favor of the County.

(b) The Contractor shall provide a listing of all subcontractors to be used in the performance of the contract, and detailed subcontractor information to the County with each request for payment submitted to the County or as otherwise directed by the County. The Director and the User Department shall monitor subcontractor participation during the course of the contract. The County shall have full and timely access to the Contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the Contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the Contractor's records by any officer or official of the County for any purpose.

(c) The Contractor cannot make changes to the Utilization Plan or substitute MBEs or WBEs named in the Utilization Plan without the prior written approval of the Director, Purchasing Agent and the User Department. Unauthorized changes or substitutions shall be a violation of this subdivision and a breach of contract, and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the Contractor to contract penalties or other sanctions.

**COMMISSIONERS continued**

**PROPOSED ORDINANCE AMENDMENT continued**

**ITEM #2 cont'd**

- (1) All requests for changes or substitutions of a MBE or WBE Subcontractor(s) named in the Utilization Plan shall be made to the Director, Purchasing Agent and the User Department in writing, and shall clearly and fully set forth the basis for the request. A Contractor shall not substitute a MBE or WBE subcontractor or perform the work designated for a MBE or WBE subcontractor with its own forces unless and until the Director, Purchasing Agent and the User Department approve such substitution in writing. A Contractor shall not allow a substituted subcontractor to begin work until both the Director, Purchasing Agent and the User Department have approved the substitution.
  - (2) The facts supporting the request must not have been known nor reasonably should have been known by either party before the submission of the Utilization Plan. Bid shopping is prohibited. The Contractor must negotiate with the MBE or WBE subcontractor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
  - (3) Substitutions of the subcontractor shall be permitted only on the following bases:
    - (i) Unavailability after receipt of reasonable notice to proceed.
    - (ii) Failure of performance.
    - (iii) Financial incapacity.
    - (iv) Refusal by the subcontractor to honor the bid or proposal price.
    - (v) Mistake of fact or law about the elements of the scope of work of a solicitation where agreement upon a reasonable price cannot be reached.
    - (vi) Failure of the subcontractor to meet insurance, licensing or bonding requirements; or
    - (vii) The subcontractor's withdrawal of its bid or proposal.
  - (4) The County's final decision whether to permit or deny the proposed substitution, and the basis of any denial, shall be communicated to the parties in writing by the Director.
  - (5) Where the Contractor has established the basis for the substitution to the satisfaction of the County, the Contractor shall make Good Faith Efforts to fulfill the Utilization Plan. The Contractor may seek the assistance of the Office of ~~Contract Compliance~~ the Purchasing Agent in obtaining a new MBE or WBE. If the Project Specific Goal(s) cannot be reached and Good Faith Efforts have been made, the Contractor may substitute with a non-Certified Firm.
  - (6) If the County requires the substitution of a MBE or WBE subcontractor listed in the Utilization Plan, the Contractor shall undertake Good Faith Efforts to fulfill the Utilization Plan. The Contractor may seek the assistance of the Office of ~~Contract Compliance~~ the Purchasing Agent in obtaining a new MBE or WBE subcontractor. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the Contractor may substitute with a non-Certified Firm.
- (d) If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Utilization Plan, the Contractor shall obtain the approval of the Director to modify the Utilization Plan and must make Good Faith Efforts to ensure that MBES and WBEs have a fair opportunity to bid on the new scope of work.

**COMMISSIONERS continued**

**PROPOSED ORDINANCE AMENDMENT continued**

**ITEM #2 cont'd**

(e) Changes to the scopes of work shall be documented by the User Department at the time they arise, to establish the reasons for the change and the effect on achievement of the MBE or WBE goal.

(f) Prior to contract closeout, the Director shall evaluate the Contractor's fulfillment of the contracted goals, taking into account all approved substitutions, terminations and changes to the contract's scope of work. If the County determines that Good Faith Efforts to meet the MBE or WBE commitments were not made, or that fraudulent misrepresentations have been made, or any other breach of the contract or violation of this subdivision, a remedy or sanction may be imposed, as provided in the contract.

**Sec. 34-301. Sanctions and penalties.**

(a) The following violations of this subdivision may result in a breach of contract:

- (1) Providing false or misleading information to the County in connection with submission of a bid, responses to requests for qualifications or proposals, Good Faith Efforts documentation, post-award compliance, or other Program operations.
- (2) Committing any other violations of this subdivision.

(b) A Contractor or subcontractor is subject to withholding of payments under the contract, termination of the contract for breach, contract penalties, or being barred or deemed non-responsive in future County solicitations and contracts as determined by the County's Purchasing Ordinance, if it is found to have:

- (1) Provided false or misleading information in connection with an application for certification or recertification or colluded with others to do so;
- (2) Provided false or misleading information in connection with the submission of a bid or proposal or documentation of Good Faith Efforts, post-award compliance, or other Program operations or colluded with others to do so;
- (3) Failed in bad faith to fulfill Project Specific Goals, thereby materially breaching the contract; or
- (4) Failed to comply in good faith with substantive provisions of this subdivision.

**Sec. 34-302. Interim program review and sunset.**

(a) The President and the Board of Commissioners shall receive quarterly and annual reports from the Director detailing the County's performance under the Interim Program.

(b) The President and the Board of Commissioners will review these reports, including the Annual Participation Goals and the County's progress towards meeting those Goals and eliminating discrimination in its contracting activities and marketplace.

(c) Commencing on this Chapter's effective date, the County will retain qualified experts to develop evidence to assist the County in evaluating whether it has a continuing compelling interest in remedying discrimination against MBEs and WBEs in its construction marketplace, and the permissible scope of any narrowly tailored remedies.

(d) On or before the sunset date of this Chapter, the County shall review the results of this evidence gathering, to determine whether it has a compelling interest in continuing narrowly tailored remedies to redress discrimination against MBEs or WBEs so that the County will not function as a passive participant in a discriminatory marketplace.

(e) This subdivision shall sunset on or before December 31, 2008.



**COMMISSIONERS continued**

**PROPOSED ORDINANCE AMENDMENT continued**

**ITEM #2 cont'd**

**Sec. 34-303. Effective date.**

This subdivision shall be effective upon 90 days after passage.

**DIVISION 9. RE-ENTRY EMPLOYMENT/BID INCENTIVE**

**Sec. 34-351. Re-entry employment committee.**

(a) The re-entry employment committee will work with nonprofits to find suitable former offenders to be candidates to work with private companies on county contracts. The re-entry employment committee will contain seven members consisting of:

- (1) A representative of the Cook County Bureau of Human Resources;
- (2) A representative of the Cook County Office of Capital Planning and Policy;
- (3) A representative of the President's Office of Employment Training;
- (4) A representative of the Office of ~~Contract Compliance~~ the Purchasing Agent;
- (5) A representative of a nonprofit organization whose mission is to reintegrate former Offenders into society;
- (6) Two representatives appointed by the President of the Cook County Board of Commissioners, one of whom shall be a representative of organized labor, and one who shall be a member of the Cook County Board of Commissioners.

(b) The County shall work with nonprofit organizations, approved by the Board of Commissioners, whose missions are to help formerly incarcerated individuals re-enter their communities and reduce recidivism. These nonprofits will work with the President's Office of Employment and Training to create pools of former offenders who can enroll in courses in State certified programs to learn trades, thereby enabling the Cook County Re-entry Employment Committee to recommend these former offenders to potential vendors seeking contracts with a value of \$100,000.00, for employment on the contracted project. Contractors will not be required to use former offenders recommended by the Cook County Re-entry Employment Committee, but will receive bid incentives if they choose to do so. The trades in which former offenders can be trained include, but are not limited to, all construction trades.

**Sec. 34-352. Bid incentive.**

(a) For any contracts advertised for bid after the effective date of this Ordinance having an estimated contract value of \$100,000.00 or more, and where not otherwise prohibited by federal, state or local law, the Purchasing Agent shall allocate to any qualified bidder the following bid incentive for utilization of Former Offenders in performance of the total hours performed under contract.

TABLE INSET:

Total Labor Hours Performed by Former Offenders	Bid Incentive
5--10 %	1/2 % of bid price
11--15 %	1 % of bid price

(b) The bid incentive shall be calculated and applied in accordance with the provisions of Section 34-353. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

## **COMMISSIONERS continued**

### **PROPOSED ORDINANCE AMENDMENT continued**

#### **ITEM #2 cont'd**

(c) For all construction projects with an estimated contract value of \$100,000.00 or more, advertised after the effective date of this Ordinance, the Purchasing Agent shall include the bid incentive provision in all such advertisements.

(d) Bidders wishing to utilize former offenders in their contract may request that the Re-entry Employment Committee provide them a list of candidates from which to choose former offenders for inclusion as a part of their bid. If the bidder already employs former offenders or wishes to get potential candidates on their own, they may do so and include them in their bid with proof that the former offenders of their choosing have completed a certified training program in the trade that they will be performing. Any bids that include former offenders who were not recommended by the Re-entry Employment Committee must be reviewed and approved by the Committee to be eligible for bid incentives.

(e) All contractors using former offenders will submit a utilization plan with their bid.

#### **Sec. 34-353. Earned credits.**

(a) Upon the completion of a contract subject to this section, a contractor may apply to the Purchasing Agent ~~and/or the Director of the Office of Contract Compliance~~ for earned credits if the contractor met or exceeded his or her Former Offender utilization goals established in the contract. If the Purchasing Agent ~~and/or the Director of the Office of Contract Compliance~~ determines that the contractor has successfully met his or her Former Offender utilization goals, the Purchasing Agent shall issue an Earned Credit Certificate that evidences the amount of earned credits allocated to the contractor. The contractor may apply the earned credits as the bid incentive for any future construction project contract bid of equal or greater dollar value.

(b) The Earned Credit Certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

#### **Sec. 34-354. Contractor's records.**

(a) The contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the Office of Purchasing, ~~the Office of Contract Compliance~~, or the Using Department.

(b) Full access to the contractor's and subcontractors' records shall be granted to the Office of Purchasing Agent, ~~the Director of the Office of Contract Compliance~~, the Using Department, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

#### **Sec. 34-355. Review of contract performance.**

(a) The ~~Director of the Office of Contract Compliance~~ Purchasing Agent shall review the contractor's efforts during the performance of the contract to achieve its employment of former offender commitments as stated in its utilization plan. If the contractor meets or exceeds its stated goals, it shall be presumed to be in compliance. Where the ~~Director of the Office of Contract Compliance~~ Purchasing Agent finds that the contractor has failed to achieve its stated goals or otherwise has failed to comply with the requirements of the division including, but not limited to, the failure to provide any documentation required by the ~~Director of the Office of Contract Compliance~~ Purchasing Agent, the failure to satisfactorily demonstrate good faith efforts, and/or a deviation without authorization from the compliance-related portions of the contract as originally approved, the ~~Director of the Office of Contract Compliance~~ Purchasing Agent shall report findings to the Contract Compliance Committee.

(b) The ~~Director of the Office of Contract Compliance~~ Purchasing Agent may establish such requirements for periodic contractor reporting on the fulfillment of its goals and its utilization of Protected Class Enterprises as the ~~Director of the Office of Contract Compliance~~ Purchasing Agent determines appropriate and necessary for effective enforcement of this division. A contractor also shall be required to provide the ~~Director of the Office of Contract Compliance~~ Purchasing Agent any additional requested compliance documentation within 14 days of such request.

**COMMISSIONERS continued**

**PROPOSED ORDINANCE AMENDMENT continued**

**ITEM #2 cont'd**

(c) If the ~~Director of the Office of Contract Compliance~~ Purchasing Agent determines that the contractor has failed to comply with its contractual documents or any portion of this division, the ~~Director of Contract Compliance~~ Purchasing Agent will notify the contractor of such noncompliance and may take any of the following actions:

- (1) Instruct the Comptroller to withhold 50 percent of the current progress payment due the prime contractor.
- (2) Withhold up to 100 percent of further progress payments until the contractor demonstrates that it is in compliance with the requirements of this division.
- (3) Debar the contractor from future bids or offers until the contractor demonstrates that it is in compliance with the requirements of this division.

**Sec. 34-356. Rules.**

The Purchasing Agent ~~and/or the Director of the Office of Contract Compliance~~ is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this Ordinance.

**PROPOSED RESOLUTION**

**ITEM #3**

<b>REFERRED TO THE COMMITTEE ON CONTRACT COMPLIANCE #297540</b>
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Submitting a Proposed Resolution sponsored by

ELIZABETH "LIZ" DOODY GORMAN, County Commissioner

**PROPOSED RESOLUTION**

**A RESOLUTION CONSOLIDATING VARIOUS GOVERNMENTAL OPERATIONS  
BY COMBINING THE OFFICE OF CONTRACT COMPLIANCE  
WITH THE OFFICE OF THE PURCHASING AGENT**

**WHEREAS**, in an effort to help resolve the FY 2008 budget crisis, a resolution consolidating certain government operations was introduced at the February 20, 2008 meeting of the Cook County Board of Commissioners; and

**WHEREAS**, during these tough economic times, the need to streamline County operations still exists as the Board of Commissioners prepares to address the FY 2009 budget; and

**WHEREAS**, the Purchasing Agent is the chief County official with the charge of procuring quality goods and services for Cook County agencies at the best market value, making certain that vendors comply with all of the requirements of the Procurement and Contracts Code and recommending to the County Board which vendors should be awarded contracts based on their bids and on meeting all the required criteria; and

**WHEREAS**, one of the major criterion in determining which vendors should be awarded contracts is compliance with the Minority and Women Owned Business Enterprises division of the Procurement and Contracts Code; and

**WHEREAS**, compliance with the County's MBE/WBE ordinance is the only criterion, in the County's contract procurement process, which is administered by a County department other than the Office of the Purchasing Agent; and

**WHEREAS**, the Purchasing Agent should have the responsibility of making certain that contracts are fulfilled appropriately and that vendors meet all of the requirements of the Procurement and Contracts Code; and

**WHEREAS**, it is redundant to have two departments with such similar responsibilities; and

**COMMISSIONERS continued**

**PROPOSED RESOLUTION continued**

**ITEM #3 cont'd**

**WHEREAS**, other large governmental bodies, such as the City of Chicago; Orange County, California; Hennepin County, Minnesota, throughout the United States, have only one department administering all of these functions; and

**WHEREAS**, it would be more cost efficient for the Office of Contract Compliance to be merged into the Office of the Purchasing Agent.

**NOW, THEREFORE, BE IT RESOLVED**, that the Office of Contract Compliance is hereby dissolved and the duties of said office shall be transferred to the Office of the Purchasing Agent; and

**BE IT FURTHER RESOLVED**, that the employees of the Office of Contract Compliance shall now report to the Purchasing Agent.

**CONSENT CALENDAR**

**ITEM #4**

Pursuant to Cook County Code Section 2-108[gg] Consent Calendar, the Secretary to the Board of Commissioners hereby transmits Resolutions for your consideration. The Consent Calendar Resolutions shall be published in the Post Board Action Agenda and Journal of Proceedings as prepared by the Clerk of the Board.

**There are 14 Consent Calendar items for the December 3, 2008 Board Meeting.**

**CC ITEM #1**

<b>APPROVED</b>
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Submitting a Resolution sponsored by

TODD H. STROGER, President, Cook County Board of Commissioners

**RESOLUTION**

**WHEREAS**, November 29, 2008 marks the 100th anniversary of the birth of Adam Clayton Powell, Jr., one of the seminal civil rights leaders in the United States and one of the great modern legislators of our Nation; and

**WHEREAS**, during the Great Depression years in Harlem, Mr. Powell served as a powerful civil rights leader; as Chairman of the Coordinating Committee on Employment, he organized mass meetings, rent strikes, boycotts and public campaigns, and forced pharmacies, the 1939 New York Fair executive offices, the New York Transit Authority, utilities and the Harlem Hospital to hire significantly more African-American workers; and

**WHEREAS**, in 1937, Mr. Powell succeeded his father as Pastor of the Abyssinian Baptist Church, and in 1941 he was elected as the first African-American to the New York City Council; and

**WHEREAS**, in 1944, Mr. Powell was elected as a Democrat representing the 22nd District; he was the first African-American candidate from New York to serve in Congress, and the only one from the North, with the exception of Illinois, in the Post-Reconstruction era; and

**WHEREAS**, in 1956, Mr. Powell broke ranks with the Democrats, backing Dwight D. Eisenhower for President on the issue that the Democrats' civil rights platform was too weak; and

**WHEREAS**, in 1961, Mr. Powell became Chairman of the influential Education and Labor Committee; he presided over federal programs for minimum wage increases, standards for wages and work hours, and aid to primary and secondary education; he saw through passage of both President John F. Kennedy's "New Frontier" legislation and President Lyndon B. Johnson's "Great Society" social programs; and

**WHEREAS**, under Mr. Powell's leadership, the Education and Labor Committee passed an as-to-date unsurpassed amount of legislation in a single session; some of his greatest legislation made lynching a federal crime and desegregated both the public schools and the military; and

**COMMISSIONERS continued**

**CONSENT CALENDAR continued**

**ITEM #4 cont'd**

**CC ITEM #1 cont'd**

**WHEREAS**, Mr. Powell also challenged the poll tax, stopped racist Congressmen from using the word “nigger” in sessions of Congress and challenged the white-only custom of the Congressional facilities such as the House Restaurant.

**NOW, THEREFORE, BE IT RESOLVED**, that Adam Clayton Powell, Jr. was an early pioneer and a beacon of light in the civil rights movement of our Nation, as well as a powerhouse legislator on behalf of the disenfranchised; he serves as an inspiration to the better tendencies in all of us.

\* \* \* \* \*

**CC ITEM #2**

<b>APPROVED</b>
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Submitting a Resolution sponsored by

PETER N. SILVESTRI, County Commissioner

Co-Sponsored by

TODD H. STROGER, PRESIDENT, WILLIAM M. BEAVERS, JERRY BUTLER,  
FORREST CLAYPOOL, EARLEAN COLLINS, JOHN P. DALEY,  
ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO,  
JOSEPH MARIO MORENO, JOAN PATRICIA MURPHY, ANTHONY J. PERAICA,  
MIKE QUIGLEY, TIMOTHY O. SCHNEIDER, DEBORAH SIMS, ROBERT B. STEELE  
and LARRY SUFFREDIN, County Commissioners

**RESOLUTION**

**WHEREAS**, the Cook County Board of Commissioners observes with deep sorrow the 50th anniversary of the Our Lady of the Angels School fire, which occurred on December 1, 1958; and

**WHEREAS**, the tragic fire at the school, located at 909 North Avers in the Humboldt Park community, claimed the lives of 3 nuns and 92 children; and

**WHEREAS**, the fire started at the foot of the one stairwell in the school that was virtually never used, and consequently, no one was in that area to notice the fire; and

**WHEREAS**, the fire smoldered and burned for 15 minutes to an hour before being detected; and

**WHEREAS**, the first fire department units arrived less than three minutes after the first call was received reporting the fire, but the fire was raging out of control when it was finally detected; and

**WHEREAS**, even though the school had regularly scheduled fire drills, these turned out to be useless because the normal exit routes used in these drills were unavailable for those in the second floor classrooms in the north wing; and

**WHEREAS**, 43 firefighting vehicles, 200 firemen, and 70 police squadrons responded to the fire; and

**WHEREAS**, countless numbers of lives were saved thanks to heroes known and unknown; and

**WHEREAS**, the tragedy led to a nationwide overhaul of fire safety codes for schools, including automatic sprinkler systems, noncombustible construction, and fire alarms linked to the fire departments; and

**WHEREAS**, the Our Lady of the Angels 50th Anniversary Mass Committee held a memorial mass at Holy Family Church on November 30, 2008, which was attended by survivors and families of the victims.

**NOW, THEREFORE, BE IT RESOLVED**, that the President and Cook County Board of Commissioners, on behalf of the more than five million residents of Cook County, observe a moment of silence in honor of the 50th anniversary of this tragedy; and

**BE IT FURTHER RESOLVED**, that the President and Cook County Board of Commissioners present a copy of this Resolution to the members of the Our Lady of the Angels 50th Anniversary Memorial Committee.

\* \* \* \* \*

**COMMISSIONERS continued**

**CONSENT CALENDAR continued**

**ITEM #4 cont'd**

**CC ITEM #3**

<b>APPROVED</b>
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Submitting a Resolution sponsored by

JOAN PATRICIA MURPHY, County Commissioner

Co-Sponsored by

TODD H. STROGER, PRESIDENT, WILLIAM M. BEAVERS, JERRY BUTLER, FORREST CLAYPOOL, EARLEAN COLLINS, JOHN P. DALEY, ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO, JOSEPH MARIO MORENO, ANTHONY J. PERAICA, MIKE QUIGLEY, TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE and LARRY SUFFREDIN, County Commissioners

**RESOLUTION**

**IN MEMORY OF SGT. JOSHUA HARRIS**

**WHEREAS**, Sgt. Joshua Harris was the beloved son of Mille (Robert) Harris-Hickey and William J. (Jean) Harris; fun-loving brother of Kristen (James), Kalyn and Valerie; special godfather of nephew Tyler; fond uncle of Breana; devoted grandson of Elaine, Virginia and the late William; dearly loved nephew of Lynnette (the late Russell), Sandra (Ed), Gail, Susan (the late John) and Mary; joking and rambunctious cousin of Michael, Elizabeth, Ralph, IV and Ryan, Eric, Jason, Bradley, Jonathan, Michelle and Matthew; and

**WHEREAS**, Sgt. Joshua Harris valiantly served his country as a member of the Illinois Army National Guard, 2nd Battalion 122nd Field Artillery during Operation Enduring Freedom; and

**WHEREAS**, Sgt. Joshua Harris was killed in an explosion when his vehicle encountered a roadside bomb while helping to protect Afghan police trainees in Gerdia Seria, Afghanistan on September 17, 2008. He was 21years old; and

**WHEREAS**, Sgt. Joshua Harris was born and raised in Forest Park and attended grade school at St. John Lutheran School. He graduated Walther Lutheran High School in Melrose Park in 2006 where he was a member of the football team; and

**WHEREAS**, Sgt. Joshua Harris demonstrated his commitment to helping others early on as he attained the rank of Eagle Scout in the Boy Scouts of America, the highest honor in Scouting; and

**WHEREAS**, Sgt. Joshua Harris fulfilled his lifelong dream when he enlisted in the military and served for one year in the Illinois Army National Guard before graduating from Walther Lutheran High School; and

**WHEREAS**, Sgt. Joshua Harris was a member of a Boy Scout drum and bugle corps and continued in the military often playing taps on the bugle at the funerals of fallen comrades; and

**WHEREAS**, Sgt. Joshua Harris was known for his giving heart and easy smile which brought him many friends. He was admired and respected by all who knew him and will be deeply missed and never forgotten; and

**WHEREAS**, Sgt. Joshua Harris was a true American military hero and patriot who served his country with honor and dignity.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Cook County does hereby offer its deepest condolences and most heartfelt sympathy to the family and friends of Sgt. Joshua Harris and joins them in sorrow at this time of loss; and

**BE IT FURTHER RESOLVED**, that a suitable copy of this Resolution be tendered to the family of Sgt. Joshua Harris as recognition of his service and sacrifice to a grateful country and that his memory may be so honored and ever cherished and let it also be spread upon the official proceedings of this Honorable Body.

\* \* \* \* \*

**COMMISSIONERS continued**

**CONSENT CALENDAR continued**

**ITEM #4 cont'd**

**CC ITEM #4**

<b>APPROVED</b>
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Submitting a Resolution sponsored by

JOAN PATRICIA MURPHY, County Commissioner

Co-Sponsored by

TODD H. STROGER, PRESIDENT, WILLIAM M. BEAVERS, JERRY BUTLER,  
FORREST CLAYPOOL, EARLEAN COLLINS, JOHN P. DALEY,  
ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO,  
JOSEPH MARIO MORENO, ANTHONY J. PERAICA, MIKE QUIGLEY,  
TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS,  
ROBERT B. STEELE and LARRY SUFFREDIN, County Commissioners

**RESOLUTION**

**IN MEMORY OF SGT. KEVIN D. GRIECO**

**WHEREAS**, Sgt. Kevin D. Grieco valiantly served his country as a member of the Illinois Army National Guard, 2nd Battalion 122nd Field Artillery during Operation Enduring Freedom; and

**WHEREAS**, Sgt. Kevin D. Grieco was killed in action on October 27, 2008 in Baghlan, Afghanistan. He was 35 years old; and

**WHEREAS**, Sgt. Kevin D. Grieco was extremely dedicated to his military career and served his country for a total of sixteen years; five years active in the Navy, eight years for the Naval Reserves and three years in the Army; and

**WHEREAS**, Sgt. Kevin D. Grieco lived in Bartlett and graduated from Waynesville High School in Waynesville, Missouri and Aurora University in Aurora, Illinois earning a bachelor of science degree in 2004; and

**WHEREAS**, Sgt. Kevin D. Grieco was ardently committed to his community and generously volunteered his time with the Boy Scouts of America. He put his Eagle Scout background to use as an assistant scoutmaster for Troop 575 in Winfield often leading long backpacking trips; and

**WHEREAS**, Sgt. Kevin D. Grieco is survived by his wife Rashmi and children Joshua and Angeli; his parents, Col. Ralph (retired) and Linda; his sister Jennifer; brothers-in-law Chad and Ajit; and many aunts, uncles and cousins; and

**WHEREAS**, Sgt. Kevin D. Grieco was genuinely admired and respected by all who knew him and he left a legacy of dedication and commitment to his family, friends and community; and

**WHEREAS**, Sgt. Kevin D. Grieco was a courageous American military hero and true patriot who served his country with honor and dignity.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Cook County does hereby offer its deepest condolences and most heartfelt sympathy to the family and friends of Sgt. Kevin D. Grieco and joins them in sorrow at this time of loss; and

**BE IT FURTHER RESOLVED**, that a suitable copy of this Resolution be tendered to the family of Sgt. Kevin D. Grieco as recognition of his good works, service and sacrifice to a grateful country and that his memory may be so honored and ever cherished and let it also be spread upon the official proceedings of this Honorable Body.

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**COMMISSIONERS continued**

**CONSENT CALENDAR continued**

**ITEM #4 cont'd**

**CC ITEM #5**

**APPROVED**

Submitting a Resolution sponsored by

JOAN PATRICIA MURPHY, County Commissioner

Co-Sponsored by

TODD H. STROGER, PRESIDENT, WILLIAM M. BEAVERS, JERRY BUTLER,  
FORREST CLAYPOOL, EARLEAN COLLINS, JOHN P. DALEY,  
ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO,  
JOSEPH MARIO MORENO, ANTHONY J. PERAICA, MIKE QUIGLEY,  
TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS,  
ROBERT B. STEELE and LARRY SUFFREDIN, County Commissioners

**RESOLUTION**

**IN MEMORY OF ANTHONY V. “POPS” DINOVO**

**WHEREAS**, Anthony V. “Pops” DiNovo was the beloved husband of the late Louise; devoted father of Vincent and Nicholas (Lori); loving brother of Nancy, Josephine, and the late Joseph and Mary; and dearest companion of the late Josephine Slezak; and

**WHEREAS**, Anthony V. “Pops” DiNovo was born in the Chicago area in 1928 and immigrated to his family’s native Sicily, where he completed fifth grade before dropping out of school to support his family by working on a farm; and

**WHEREAS**, Anthony V. “Pops” DiNovo returned to Chicago in his late teens and enlisted in the Army. After serving his country, Mr. DiNovo worked at a produce business at the South Water Market and was a member of Teamsters Local 703 for 43 years; and

**WHEREAS**, Anthony V. “Pops” DiNovo was a devoted family man who raised his sons alone after the death of his wife Louise in 1980; and

**WHEREAS**, Anthony V. “Pops” DiNovo worked tirelessly with his sons to build and operate the hugely successful, mega nightclub and restaurant, 115 Bourbon Street, which opened in August of 1999 in Merrionette Park. This Southland live music venue was host to countless benefits and charitable events; and

**WHEREAS**, Anthony V. “Pops” DiNovo was genuinely admired and respected by his many friends and employees and will be sorely missed and fondly remembered by all who knew him.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Cook County does hereby offer its deepest condolences and most heartfelt sympathy to the family and friends of Anthony V. “Pops” DiNovo and joins them in sorrow at this time of loss; and

**BE IT FURTHER RESOLVED**, that a suitable copy of this Resolution be tendered to the family of Anthony V. “Pops” DiNovo as recognition of his good works and that his memory may be so honored and ever cherished and let it also be spread upon the official proceedings of this Honorable Body.

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**COMMISSIONERS continued**

**CONSENT CALENDAR continued**

**ITEM #4 cont'd**

**CC ITEM #6**

<b>APPROVED AS AMENDED</b>
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Submitting a Resolution sponsored by

JOHN P. DALEY, County Commissioner and President TODD H. STROGER

Co-Sponsored by

WILLIAM M. BEAVERS, JERRY BUTLER, FORREST CLAYPOOL, EARLEAN COLLINS, ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO, JOSEPH MARIO MORENO, JOAN PATRICIA MURPHY, ANTHONY J. PERAICA, MIKE QUIGLEY, TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE and LARRY SUFFREDIN, County Commissioners

**RESOLUTION**

**WHEREAS**, Almighty God in His infinite wisdom has called Janie L. Bailey from our midst; and

**WHEREAS**, Janie L. Bailey was born to Henry and Janie Smith on August 6, 1927, in Vicksburg, Mississippi; and

**WHEREAS**, Janie L. Bailey was the beloved wife of Howard Bailey; and

**WHEREAS**, Janie L. Bailey was the devoted mother of Howard, Jr., Patricia Ann, and Maurice; and

**WHEREAS**, Janie L. Bailey was the proud grandmother of Robert, Christopher, Howard Gibron, and Jason; and

**WHEREAS**, Janie L. Bailey was the adopted mother of Charlie Stiggers; and

**WHEREAS**, Janie L. Bailey was an active and valued member of the 11th Ward Democratic Party, and was known throughout the community as a loyal and dedicated supporter of Mayor Richard J. Daley, Mayor Richard M. Daley, and Commissioner John P. Daley; and

**WHEREAS**, Janie L. Bailey was a dedicated employee in the office of the Cook County State’s Attorney, where she worked for decades as a victim/witness specialist; and

**WHEREAS**, Janie L. Bailey offered support and encouragement to generations of Assistant State’s Attorneys, many of whom she cared for as if they were her own children; and

**WHEREAS**, all who knew her will attest that Janie L. Bailey was a kind and compassionate woman, virtuous of character and gentle in spirit, admired and respected by her many friends and neighbors, and dearly loved by her family.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Cook County that the Board does hereby offer its deepest condolences and most heartfelt sympathy to the family and many friends of Janie L. Bailey, and joins them in sorrow at this time of loss; and

**BE IT FURTHER RESOLVED**, that this text be spread upon the official proceedings of this Honorable Body, and a suitable copy of same be tendered to the family of Janie L. Bailey, that her memory may be so honored and ever cherished.

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**COMMISSIONERS continued**

**CONSENT CALENDAR continued**

**ITEM #4 cont'd**

**CC ITEM #7**

<b>APPROVED</b>
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Submitting a Resolution sponsored by

JOHN P. DALEY, County Commissioner and President TODD H. STROGER

Co-Sponsored by

WILLIAM M. BEAVERS, JERRY BUTLER, FORREST CLAYPOOL, EARLEAN COLLINS, ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO, JOSEPH MARIO MORENO, JOAN PATRICIA MURPHY, ANTHONY J. PERAICA, MIKE QUIGLEY, TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE and LARRY SUFFREDIN, County Commissioners

**RESOLUTION**

**WHEREAS**, Almighty God in His infinite wisdom has called Julianne Costas Hedberg from our midst; and

**WHEREAS**, Julianne Costas Hedberg was the fond former wife of the late William J. Hedberg; and

**WHEREAS**, Julianne Costas Hedberg was the cherished mother of Amanda Mae; and

**WHEREAS**, Julianne Costas Hedberg was the loving daughter of the late John and the late Anna Mae Costas; and

**WHEREAS**, Julianne Costas Hedberg was the dear sister of Stephen A. (Diane) Costas, Mary (Joseph) Marten and John S. Costas; and

**WHEREAS**, Julianne Costas Hedberg was the fond aunt of John N., Mark, Theresa, Michelle and Jennifer; and

**WHEREAS**, all who knew her will attest that she was a kind and compassionate woman, virtuous of character and gentle in spirit, admired and respected by her many friends and neighbors, and dearly loved by her family.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Cook County that the Board does hereby offer its deepest condolences and most heartfelt sympathy to the family and many friends of Julianne Costas Hedberg, and joins them in sorrow at this time of loss; and

**BE IT FURTHER RESOLVED**, that this text be spread upon the official proceedings of this Honorable Body, and a suitable copy of same be tendered to the family of Julianne Costas Hedberg, that her memory may be so honored and ever cherished.

\* \* \* \* \*

**CC ITEM #8**

<b>APPROVED</b>
-----------------

Submitting a Resolution sponsored by

JOHN P. DALEY, County Commissioner and PRESIDENT TODD H. STROGER

Co-Sponsored by

WILLIAM M. BEAVERS, JERRY BUTLER, FORREST CLAYPOOL, EARLEAN COLLINS, ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO, JOSEPH MARIO MORENO, JOAN PATRICIA MURPHY, ANTHONY J. PERAICA, MIKE QUIGLEY, TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE and LARRY SUFFREDIN, County Commissioners

**COMMISSIONERS continued**

**CONSENT CALENDAR continued**

**ITEM #4 cont'd**

**CC ITEM #8 cont'd**

**RESOLUTION**

**WHEREAS**, Almighty God in His infinite wisdom has called John Hawrysz, Jr., from our midst; and

**WHEREAS**, John Hawrysz, Jr. was the beloved husband of the late Mary Ann (nee Ciesielski); and

**WHEREAS**, John Hawrysz, Jr. was the loving father of William (Patricia), Jo Anne, Stephanie (Laura), Phyllis (Michael) Krawczak, Paul (Carolyn) and Leslie (the late Dwight) Wilkins; and

**WHEREAS**, John Hawrysz, Jr. was the dearest grandfather of nine grandchildren; and

**WHEREAS**, John Hawrysz, Jr. was the dear brother of Ann (the late Tom) Kinasz, Mary (the late Don) Pavic, Joe (Georgianne), and Patricia (Dennis) Pytlik; and

**WHEREAS**, all who knew him will attest that John Hawrysz, Jr. was a kind and compassionate man, virtuous of character and gentle in spirit, admired and respected by his many friends and neighbors, and dearly loved by his family.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Cook County that the Board does hereby offer its deepest condolences and most heartfelt sympathy to the family and many friends of John Hawrysz, Jr., and joins them in sorrow at this time of loss; and

**BE IT FURTHER RESOLVED**, that this text be spread upon the official proceedings of this Honorable Body, and a suitable copy of same be tendered to the family of John Hawrysz, Jr., that his memory may be so honored and ever cherished.

\* \* \* \* \*

**CC ITEM #9**

<b>APPROVED</b>
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Submitting a Resolution sponsored by

JOHN P. DALEY, County Commissioner and PRESIDENT TODD H. STROGER

Co-Sponsored by

WILLIAM M. BEAVERS, JERRY BUTLER, FORREST CLAYPOOL, EARLEAN COLLINS, ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO, JOSEPH MARIO MORENO, JOAN PATRICIA MURPHY, ANTHONY J. PERAICA, MIKE QUIGLEY, TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE and LARRY SUFFREDIN, County Commissioners

**RESOLUTION**

**WHEREAS**, the fifth grade students of Edward Everett Elementary School have diligently completed training under the aegis of the Chicago Alternative Policing Strategy Drug Abuse Resistance Education program (D.A.R.E.); and

**WHEREAS**, the increasing pressure from undesirable social factors has the potential to lead today’s youth astray, thus programs like D.A.R.E. are necessary to provide students with the knowledge, self-esteem, and strength of character to resist such pressure; and

**WHEREAS**, the students have benefited from the positive classroom environment maintained by their teacher and their D.A.R.E. program instructor; and

**WHEREAS**, the fifth grade students of Everett Elementary School have pledged to practice the D.A.R.E. principals of saying "No" to the use of illegal drugs, and "Yes" to the benefits of a good education.

**COMMISSIONERS continued**

**CONSENT CALENDAR continued**

**ITEM #4 cont'd**

**CC ITEM #9 cont'd**

**NOW, THEREFORE, BE IT RESOLVED**, that the President and Board of Commissioners of Cook County salute the following students from Everett Elementary School's fifth grade on their outstanding achievements:

Khayla Alkhalidi, Christian Arroyo, Mario Avila, Martin Avila, Juan Biurquis, Ursula Bravo, Judy Cali, Violeta Caltzontzin, Julian Carrasco, Diana Cazales, Kiana Cruz, Antonio Dalton, Andrea Duran, Amber Figueroa, Yelitza Leon, Maria Lopez, Dulce Lopez, Brian Luna, Brian Martinez, Jesus Macias, Erik Nava, Karina Nevarez, Toni Navarrete, Precious Olmeda, Lesly Ochoa, Nancy Ojeda, Moises Pena, Benjamin Pineda, Jennifer Paramo, Juan Romo, Stephanie Ruiz, Miriam Salgado, Nubia Samperio, Drake Santana, Maen Talib, Jacob Tijerina, Daniel Vela and Angel Zavala; and

**BE IT FURTHER RESOLVED**, that a copy of this Resolution be presented to the fifth grade class at Everett Elementary School as a symbol of their fine work and bright future as young citizens of their community.

\* \* \* \* \*

**CC ITEM #10**

<b>APPROVED</b>
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Submitting a Resolution sponsored by

DEBORAH SIMS and JOAN PATRICIA MURPHY, County Commissioners and  
PRESIDENT TODD H. STROGER

Co-Sponsored by

JERRY BUTLER, FORREST CLAYPOOL, EARLEAN COLLINS, JOHN P. DALEY,  
ELIZABETH "LIZ" DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO,  
JOSEPH MARIO MORENO, ANTHONY J. PERAICA, ROBERT B. STEELE and  
LARRY SUFFREDIN, County Commissioners

**RESOLUTION**

**WHEREAS**, Cook County Board President and the Cook County Board of Commissioner are pleased to congratulate Thornton Township Supervisor Frank M. Zuccarelli, the elected officials and staff on being name the Township of the Year by the Township Officials of Illinois; and

**WHEREAS**, Supervisor Zuccarelli has been named Supervisor of the Year twice by the Township Officials of Illinois and Thornton Township has received the award of Township of the Year in 2004 and 2008 under his leadership; and

**WHEREAS**, first elected Township Supervisor in 1993, Supervisor Zuccarelli has work diligently to lead the Township in developing and implementing programs to aid senior citizens, of the 17 municipalities that comprise Thornton Township. His efforts include expanded senior service programs including thirteen luncheon sites, medical screenings at the senior centers, Circuit Breakers, Medicare part D applications, exercise programs, health fairs expanding bus fleet to better assist the growing senior population, creating and implementing ZAP (the Zuccarelli Assistance Program) to assist seniors with routine task that they are unable to perform including lawn service, food basket delivery and leaf removal; and

**WHEREAS**, Thornton Township also provides services for youth and less fortune residents of the Township, through the various programs over 1700 Christmas gifts have been provided to 900 children, and 1200 food baskets have been provided to less fortunate residents through their Holiday programs. They also maintain the largest Food Assistance Program in the State of Illinois, providing crisis intervention, counseling parenting classes, mentoring, social skills coaching, job training, as well as support services to at risk youth and their families. They have developed and implemented After School and Summer Enrichment Programs that employ 40 students and maintains the largest National Youth Program using Mini Bikes (NYPUM). Thornton Township also hosts adult and youth job fairs and weekly and monthly recreational programs for persons with disabilities.

**COMMISSIONERS continued**

**CONSENT CALENDAR continued**

**ITEM #4 cont'd**

**CC ITEM #10 cont'd**

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Commissioners assembled the 3rd day December 2008 congratulate Thornton Township Supervisor Frank M. Zuccarelli, the elected officials and staff on being named the Township of the Year by the Township Officials of Illinois and wish them the best in future endeavors; and

**BE IT FURTHER RESOLVED**, that a suitable copy of this Resolution be added to the official proceeding of this Honorable Body and a suitable copy of same be tender to Thornton Township Supervisor Frank M. Zuccarelli as a symbol of our respect and esteem.

\* \* \* \* \*

**CC ITEM #11**

<b>APPROVED</b>
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Submitting a Resolution sponsored by

DEBORAH SIMS and JOAN PATRICIA MURPHY, County Commissioners and  
PRESIDENT TODD H. STROGER

Co-Sponsored by

JERRY BUTLER, FORREST CLAYPOOL, EARLEAN COLLINS, JOHN P. DALEY,  
ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO,  
JOSEPH MARIO MORENO, ANTHONY J. PERAICA, ROBERT B. STEELE and  
LARRY SUFFREDIN, County Commissioners

**RESOLUTION**

**WHEREAS**, Cook County Commissioner Deborah Sims and President Todd H. Stroger and the Board of Commissioners are pleased to congratulate Al Riley on being named Supervisor of the Year by Township Officials of Illinois for his work as Rich Township Supervisor; and

**WHEREAS**, Rich Township Supervisor Al Riley has been named supervisor of the year by the Township Officials of Illinois for the first time; the announcement came during the awards ceremony in Springfield on November 13, 2008 as part of a three-day event celebrating the 101st Anniversary of the organization; and

**WHEREAS**, first appointed Rich Township Trustee in April 2005, then appointed Supervisor in December 2005, Al Riley has worked to aid the citizens in maintaining a quality of life that might be out of reach, meals and transportation for senior citizens; after school care and job placement for youths; and groceries, counseling and emergency temporary assistance for those in need; and

**WHEREAS**, Al Riley as Rich Township Supervisor is responsible for nine municipalities in the south suburbs; and

**WHEREAS**, as a result Al Riley has positively impacted the lives and freedoms of thousand in Rich Township.

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Cook County Board of Commissioners and the Cook County Board President, assembled this 3rd day of December 2008, congratulate Al Riley on being named Supervisor of the Year and wish him the best in his future endeavors; and

**BE IT FURTHER RESOLVED**, that a suitable copy of the Resolution be presented to Al Riley as a symbol of our respect and esteem.

\* \* \* \* \*

**COMMISSIONERS continued**

**CONSENT CALENDAR continued**

**ITEM #4 cont'd**

**CC ITEM #12**

**APPROVED**

Submitting a Resolution sponsored by

PETER N. SILVESTRI, County Commissioner

Co-Sponsored by

TODD H. STROGER, PRESIDENT, WILLIAM M. BEAVERS, JERRY BUTLER, FORREST CLAYPOOL, EARLEAN COLLINS, JOHN P. DALEY, ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO, JOSEPH MARIO MORENO, JOAN PATRICIA MURPHY, ANTHONY J. PERAICA, MIKE QUIGLEY, TIMOTHY O. SCHNEIDER, DEBORAH SIMS, ROBERT B. STEELE and LARRY SUFFREDIN, County Commissioners

**RESOLUTION**

**WHEREAS**, the Trojans men’s soccer team of Triton College, River Grove, Illinois, took second place in the National Junior College Athletic Association (NJCAA) Division III tournament for the 2008 season, finishing higher than any soccer team in the school’s history; and

**WHEREAS**, the underdog Trojans, who were not in the national rankings when tournament play began, went to the regionals with an impressive 14-5 record, defeated two-time defending national champions, Richland College (Texas), and advanced to the Final Four; and

**WHEREAS**, the Triton team, under the leadership of first-year coach, Tom Cholewa, was seeded last among the four teams and with talent, tenacity and teamwork, made their way to the title game after winning 1-0 in the semifinals; and

**WHEREAS**, the Trojans’ stellar performances garnered the team Division and Region IV championship titles. Individual achievements included NJCAA Coach of the Year (Tom Cholewa); All-American Status (Eric Herrera); All-Tournament Team (Ben Gomez, Rodrigo Avolos, David Rodriguez and Gabe Chevez); and All-Region (Ben Gomez, Alen Ejupovic, Rodrigo Avolos and Eric Herrera).

**NOW, THEREFORE, BE IT RESOLVED**, that the President and Board of Commissioners of Cook County do hereby commend the outstanding efforts and determination of Coach Cholewa, Assistant Coach Stephen Murray, Student Assistant David Rosenbrock and team members Aaron Herrera, Aaron Mendez, Alen Ejupovic, Artur Wilk, Arturo Robles, Ben Gomez, Chris Camie, David Rodriguez, Erik Herrera, Gabe Chavez, Heider Sanchez, Jacek Boloz, Jamie Pacheco, Jonathan Chavez, Jose Gonzalez, Lazar Sretkovic, Miguel Cobrales, Paul Kulik, Rodrigo Avolos and Tomas Uriostequoi and congratulate the Triton Trojans on their very impressive season and well-deserved recognition.

\* \* \* \* \*

**CC ITEM #13**

**APPROVED**

Submitting a Resolution sponsored by

TODD H. STROGER, President, Cook County Board of Commissioners

**RESOLUTION**

**WHEREAS**, on October 5, 2008 Margaret Brooks Ross celebrated her 90th birthday; and

**WHEREAS**, Ms. Ross was born in El Paso, Texas to Tryphosa and Daniel Ross; Ms. Ross moved with her family to Chicago when she was a small child; and

**COMMISSIONERS continued**

**CONSENT CALENDAR continued**

**ITEM #4 cont'd**

**CC ITEM #13 cont'd**

**WHEREAS**, at the age of twenty-two, Ms. Ross was united in marriage to Samuel Ross; they became the proud parents of two daughters, Ellen Joyce and Joanna; and

**WHEREAS**, Ms. Ross has reached out to many through her dedicated work in the public sector; her career has included working as a nursery school teacher and working with geriatric adults; and

**WHEREAS**, Ms. Ross worked devotedly as a physical therapist technician for Cook County Hospital for twenty-five years; and

**WHEREAS**, for twenty-one years, from 1972 to 1993, Ms. Ross was employed by the Cook County Adult Probation Department as a probation officer, where she counseled troubled adults; and

**WHEREAS**, Ms. Ross has worked devotedly as an aide to Alderman Michelle Harris of the Eighth Ward; and

**WHEREAS**, the many successes of Margaret Brooks Ross are the evidence of her manifold talents and dedication to society.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Todd H. Stroger, along with the Cook County Board of Commissioners, on behalf of the more than five million residents of Cook County, extend warm and heartfelt congratulations to Margaret Brooks Ross on the joyous occasion of her 90th birthday and express hope that she experiences continued health and happiness.

\* \* \* \* \*

**CC ITEM #14**

<b>APPROVED</b>
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Submitting a Resolution sponsored by

TODD H. STROGER, President, Cook County Board of Commissioners

**RESOLUTION**

**WHEREAS**, the enticing lure of retirement has claimed Ray Harris; and

**WHEREAS**, Mr. Harris was raised on the West Side of Chicago; and

**WHEREAS**, Mr. Harris worked at International Harvester, beginning in the shop floor in 1970 and becoming a union steward in 1971; he was elected an Alternate Committeeman in 1974 and was elected Committeeman in 1979, a position he kept until he left International Harvester in 1984; and

**WHEREAS**, Mr. Harris began his career with AFSCME as an international union organizer in 1985, working on a campaign to organize Cook County employees; he then was hired by AFSCME Council 31 as a lobbyist in 1986; and

**WHEREAS**, Mr. Harris has served as Director of Intergovernmental Affairs with AFSCME Council 31 since June of 1987; and

**WHEREAS**, in his more than 20 years as a lobbyist, Mr. Harris has served not only the interests of all of the AFSCME members employed by Cook County with dedication, but he has become one of the most well-known and well-respected union lobbyists of the County Board; and

**WHEREAS**, Mr. Harris has served the interests of all the residents of Cook County in his effort to preserve access to public health care; and

**WHEREAS**, Mr. Harris has never forgotten that working men and women need a voice, and has spoken just as passionately for their interests in the halls of power of Cook County as he did on the shop floor; and

**COMMISSIONERS continued**

**CONSENT CALENDAR continued**

**ITEM #4 cont'd**

**CC ITEM #14 cont'd**

**WHEREAS**, while Mr. Harris, to whom no one is ever a stranger, will be missed, he will now have more time to devote to his family, especially his wife of thirty-nine years, Mimi Harris, and his granddaughter Rayven Harris.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Cook County, on behalf of the more than five million residents of Cook County, does hereby gratefully acknowledge Ray Harris for his outstanding leadership and service, and wish him good health, happiness and continued success in all of his future endeavors, and may a suitable copy of this Resolution be

**COMMITTEE REPORTS**

**ITEM #5**

**DETAILED INFORMATION REGARDING COMMITTEE REPORTS IS AVAILABLE FROM THE SECRETARY TO THE BOARD OF COMMISSIONERS**

Audit .....Meeting of November 19, 2008

**APPROVED**

Finance ..... Meeting of December 3, 2008

**APPROVED**

Zoning & Building ..... Meeting of December 3, 2008

**APPROVED**

Roads & Bridges ..... Meeting of December 3, 2008

**APPROVED**



**OFFICE OF THE COUNTY AUDITOR**

**REPORT**

**ITEM #6**

<b>RECEIVED &amp; FILED</b>
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Transmitting a Communication, dated November 7, 2008 from

LAURA A. BURMAN, C.P.A., Cook County Auditor

submitting our "Status of Audit Recommendations" report as of October 2008 with updates for Supportive Services - Adoption, Witness and Travel Fees.

**BUREAU OF FINANCE**

**OFFICE OF CONTRACT COMPLIANCE**

**CONTRACT ADDENDUM**

**ITEM #7**

**APPROVED**

**COMMISSIONERS GORMAN, PERAICA AND SCHNEIDER VOTED "NO".**

Transmitting a Communication from

BETTY HANCOCK PERRY, Director, Officer of Contract Compliance

requesting authorization for the Purchasing Agent to increase by \$50,000.00 and extend for October 15, 2008 through September 30, 2009, Contract No. 07-50-531 with Colette Holt, Chicago, Illinois, for an availability study.

Board approved amount 10-14-07:	\$350,000.00
Increase requested:	<u>50,000.00</u>
Adjusted amount:	\$400,000.00

Reason:    The data necessary for the availability study has not been provided for review and analysis. Additional time is needed to continue to gather and process the data for the availability study. The increase in dollars is requested for rewriting the Service/Supply and Professional Service/Sole Source Ordinances. The expiration date of the current contract was October 14, 2008.

Estimated Fiscal Impact: \$50,000.00. Contract extension: October 15, 2008 through September 30, 2009. (490-260 Account).

Approval of this item would commit Fiscal Year 2009 funds.

Vendor has met the Minority and Women Business Enterprise Ordinance.

**BUREAU OF FINANCE**

**OFFICE OF THE PURCHASING AGENT**

**PERMISSION TO ADVERTISE**

**ITEM #8**

**APPROVED**

Transmitting a Communication from

CARMEN K. TRICHE-COLVIN, Purchasing Agent

requesting authorization for the Purchasing Agent to advertise for bids for an annual countywide contract for the purchase of xerographic paper.

Contract period: February 6, 2009 through February 5, 2010. (Various departments-350 Account).

Approval of this item would commit Fiscal Year 2009 and 2010 funds.

**BUREAU OF FINANCE**

**OFFICE OF THE PURCHASING AGENT continued**

**BID OPENING**

**ITEM #9**

**REFERRED TO RESPECTIVE DEPARTMENTS FOR REVIEW AND CONSIDERATION**

Transmitting a Communication from

CARMEN K. TRICHE-COLVIN, Purchasing Agent

submitting for your consideration, bids which were opened under Commissioner Murphy's supervision on Tuesday, December 2, 2008 at 10:00 A.M., in the County Building, Chicago, Illinois.

**CONTRACTS AND BONDS**

**ITEM #10**

**APPROVED**

**COMMISSIONER MORENO VOTED "PRESENT" ON CONTRACT NO. 08-45-257 WITH FINER FOODS, INC.**

**COMMISSIONER SCHNEIDER VOTED "NO" ON CONTRACT NO. 08-41-365 WITH INFRASTRUCTURE ENGINEERING, INC.**

Transmitting a Communication from

CARMEN K. TRICHE-COLVIN, Purchasing Agent

Transmitting contracts and bonds executed by the contractors for approval and execution.

**BUREAU OF ADMINISTRATION**

**HIGHWAY DEPARTMENT**

**AGREEMENT RESOLUTION**

**ITEM #11**

**APPROVED**

Submitting for your approval ONE (1) AGREEMENT RESOLUTION:

1. Agreement between the County of Cook and Mary Mathewson, P.C.  
Related consulting services for 2008 - 2009  
Various real estate parcels  
Fiscal Impact: \$70,000.00 from the Motor Fuel Tax Fund (600-600 Account)

**COMPLETION OF CONSTRUCTION APPROVAL RESOLUTION**

**ITEM #12**

**APPROVED**

Submitting for your approval ONE (1) COMPLETION OF CONSTRUCTION APPROVAL RESOLUTION:

1. Completion of Construction Approval Resolution  
Palatine Township (018T147)  
2006 Resurfacing Project  
in Palatine Township in County Board District #14  
Section: 06-25147-90-RS  
Final Cost: \$490,666.96

**CHANGES IN PLANS AND EXTRA WORK**

**ITEM #13**

**REFERRED TO THE COMMITTEE ON ROADS & BRIDGES**

Submitting two (2) changes in plans and extra work:

1. Section: 88-B7430-02-RP. 119th Street, Crawford Avenue to Western Avenue in the Cities of Blue Island and Chicago, and in the Villages of Alsip and Merrionette Park in County Board Districts #5, and 11. Adjustment of quantities and new items. \$261,079.50 (Addition).

**#297541**

2. Section: 07-B1922-02-RP. Fullerton Avenue, Indiana Harbor Belt Railroad to Des Plaines River Road in the Villages of Franklin Park and River Grove in County Board Districts #9 and 16. Adjustment of quantities and new items. \$34,446.58 (Addition).

**#297542**

**BUREAU OF ADMINISTRATION**  
**JUDICIAL ADVISORY COUNCIL**

**GRANT AWARD**

**ITEM #14**

<b>APPROVED AS AMENDED</b>
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Transmitting a Communication, dated November 21, 2008 from

DANIEL J. COUGHLIN, Executive Director, Judicial Advisory Council

Approval is hereby requested of the U.S. Department of Justice COPS grant. This grant agreement provides Cook County with \$2,244,720.00 of funding. This Federal Fiscal Year 2008 grant was made possible through ~~your~~ the Office of the Cook County Board President and Congressman Daniel Lipinski's efforts. This grant requires no County match.

This grant has been prepared in cooperation with and has been approved by the Cook County Sheriff's Office and will provide funding for the purchase of interoperable radio equipment for Cook County suburban municipal law enforcement agencies.

Respectfully requesting that the Executive Director of the Cook County Judicial Advisory Council, or his designee, on behalf of Cook County, be authorized to execute any and all necessary documents to further this projects approval therein, including, but not limited to Intergovernmental Agreements with municipal governments and any modification thereto.

Estimated Fiscal Impact: None. Grant Award: \$2,244,720.00. Funding period: December 26, 2007 through December 25, 2010.

**BUREAU OF CAPITAL, PLANNING AND FACILITIES MANAGEMENT**  
**OFFICE OF CAPITAL PLANNING AND POLICY**

**PROPOSED CONTRACT ADDENDUM**

**ITEM #15**

**REFERRED TO THE COMMITTEE ON CONSTRUCTION #297543**

Transmitting a Communication, dated October 30, 2008 from

BRUCE WASHINGTON, Director, Office of Capital Planning and Policy

requesting authorization for the Purchasing Agent to decrease by (\$2,314,100.00) and extend for one (1) year, Contract No. 06-53-498 Rebid with Central Blacktop, LaGrange, Illinois for the Countywide Pavement Restoration Program, Phase II Project.

Board approved amount 09-07-06:	\$4,469,675.00
Decrease requested:	<u>(2,314,100.00)</u>
Adjusted amount:	\$1,016,988.70

Reason: By extending the contract time the County will realize cost savings by utilizing 2006 pricing in the original contract. In addition, the remainder of the work cannot be performed in the winter months.

There is also a deductive change order in the amount of (\$2,314,100.00) for work not performed at The Hawthorne Warehouse. This amount will be transferred to the Hawthorne Resurfacing Project so that all work can be coordinated and executed under one contract.

The expiration date of the current contract was October 31, 2008.

Estimated Fiscal Impact: (\$2,314,100.00). Contract extension: One year through October 31, 2009. (20000 Bond Account).

This project received Board Authority in Fiscal Year 2001 and is categorized as a renovation project.

Vendor has met the Minority and Women Business Enterprise Ordinance.

**PROPOSED CHANGE ORDER**

**ITEM #16**

**REFERRED TO THE COMMITTEE ON CONSTRUCTION #297544**

Transmitting a Communication, dated October 31, 2008 from

BRUCE WASHINGTON, Director, Office of Capital Planning and Policy

transmitted herewith for your approval is Change Order No. 1 in the amount of \$15,551.00 to the contract with Bulley & Andrews, LLC, Chicago, Illinois, Contractor for the Countywide Exterior Wall Renovation Project, Building Group I, Bid Package #2 at the 2nd Municipal District Courthouse, Skokie, Illinois, and 4th Municipal District Courthouse, Maywood, Illinois. It is respectfully requested that this Honorable Body approve this request.

Reason: This change order provides for the installation of soil compaction material at the 2nd District Courthouse and an additional concrete slab at the handicapped entrance door to rectify a settling problem. Also, this change order provides sealants to prevent the infiltration of water into the interior portions of the building which are responsible for the damage witnessed at the bottom rail of the current window sills. This is an unforeseen condition and does not require an extension to the contract.

Contract No. 07-53-157 Rebid

Original Contract Sum:	\$3,038,080.65
Total Changes to-date:	<u>0.00</u>
Adjusted Contract to-date:	\$3,038,080.65
Amount of this Modification:	<u>15,551.00</u>
Adjusted Contract Sum:	\$3,053,631.65

Estimated Fiscal Impact: \$15,551.00. Bond Issue (20000 Account).

Sufficient funds have been appropriated to cover this request.

This project is categorized as a stabilization/renovation project.

**BUREAU OF CAPITAL, PLANNING AND FACILITIES MANAGEMENT**

**REAL ESTATE MANAGEMENT DIVISION**

**AMENDMENTS TO LEASE**

**ITEM #17**

**APPROVED**

Transmitting a Communication, dated November 3, 2008 from

RAYMOND MULDOON, Director, Real Estate Management Division

respectfully requesting approval of the First Amendment to Lease for storage space located at 5410 West Roosevelt Road, Chicago, Illinois, which is being utilized by Provident Hospital of Cook County. The first amendment extends the term of the lease for a period of eighteen (18) months.

Storage space at the County’s Hawthorne Warehouse, located at 4545 West Cermak, is not yet available for use by Provident Hospital of Cook County. They will need to remain at the 5410 West Roosevelt Road location until the space is ready for occupancy. Details are:

Landlord:	Shetland Limited Partnership
Tenant	County of Cook
Using Agency:	Provident Hospital of Cook County
Location:	5410 West Roosevelt Road, Chicago, Illinois 60650
Term:	8/1/08 through 01/31/10
Space Occupied:	26,100 square feet

**Rent**

Monthly:	\$5,981.25
Annual:	\$71,775.00
Rate per Square Foot:	\$2.75

Approval is recommended.

Approval of this item would commit Fiscal Year 2009 and 2010 funds.

This item was approved by the Cook County Health & Hospitals System Board on November 13, 2008.

The Chief of the Bureau of Capital, Planning and Facilities Management has reviewed this expenditure and recommends approval.

\* \* \* \* \*

**ITEM #18**

**APPROVED**

Transmitting a Communication, dated November 3, 2008 from

RAYMOND MULDOON, Director, Real Estate Management Division

respectfully requesting approval of the First Amendment to Lease for storage space located at 5410 West Roosevelt Road, Chicago, Illinois, which is being utilized by Stroger Hospital of Cook County. The first amendment extends the term of the lease for a period of eighteen (18) months.

Storage space at the County’s Hawthorne Warehouse, located at 4545 West Cermak, is not yet available for use by Stroger Hospital of Cook County. They will need to remain at the 5410 West Roosevelt Road location until the space is ready for occupancy. Details are:

Landlord:	Shetland Limited Partnership
Tenant	County of Cook
Using Agency:	Stroger Hospital of Cook County
Location:	5410 West Roosevelt Road, Chicago, Illinois 60650
Term:	8/1/08 through 01/31/10
Space Occupied:	59,600 square feet

**BUREAU OF CAPITAL, PLANNING AND FACILITIES MANAGEMENT**

**REAL ESTATE MANAGEMENT DIVISION continued**

**AMENDMENTS TO LEASE continued**

**ITEM #18 cont'd**

**Rent**

Monthly: \$19,867.00

Annual: \$238,404.00

Rate per Square Foot: \$4.00

Approval is recommended.

Approval of this item would commit Fiscal Year 2009 and 2010 funds.

This item was approved by the Cook County Health & Hospitals System Board on November 13, 2008.

The Chief of the Bureau of Capital, Planning and Facilities Management has reviewed this expenditure and recommends approval.

\* \* \* \* \*

**ITEM #19**

**APPROVED**

Transmitting a Communication, dated November 4, 2008 from

RAYMOND MULDOON, Director, Real Estate Management Division

respectfully requesting approval of the Second Amendment to Lease between the County of Cook, as landlord, and Catholic Charities of the Archdiocese of Chicago, an Illinois not-for-profit corporation as tenant, for space located at 69 West Washington in the George W. Dunne Cook County Office Building.

The tenant shall continue to use and occupy the premises for general office purposes for their Central States Institute of Addiction operations in connection with the First District Traffic Court of Cook County. Details are:

Landlord: County of Cook

Tenant: The Catholic Charities of the Archdiocese of Chicago

Location: 69 West Washington Street, 9th Floor, Chicago, Illinois 60602

Term: 1/1/09 through 12/31/11

Termination: 180 days written notice by Landlord to Tenant

Space Occupied: 5,365 square feet

**Rent**

Monthly: \$5,753.96

Annual: \$69,047.55

Rate per Square Foot: \$12.87

Tenant has met the insurance requirements under the Lease Agreement.

Approval is recommended.



**BUREAU OF HUMAN RESOURCES**

**RESOLUTION**

**ITEM #20**

**APPROVED**

Commissioner Murphy, seconded by Commissioner Steele, moved that the Proposed Resolution be approved and adopted and that the Proper Officials be authorized to sign on behalf of Cook County. Commissioner Peraica called for a Roll Call, the vote of yeas and nays being as follows:

**ROLL CALL ON THE MOTION TO APPROVE THE PROPOSED RESOLUTION**

Yeas: Commissioners Beavers, Butler, Claypool, Collins, Daley, Goslin, Moreno, Murphy, Schneider, Silvestri, Sims, Steele - 12.

Nays: Commissioner Peraica - 1.

Absent: Commissioners Gorman, Maldonado, Quigley, Suffredin - 4.

**The motion to approve CARRIED, the Resolution was APPROVED AND ADOPTED, and the Proper Officials are authorized to sign on behalf of Cook County.**

Transmitting a Communication, dated December 3, 2008 from

JOSEPH SOVA, Chief, Bureau of Human Resources

transmitting herewith is a Collective Bargaining Agreement for the International Operating Engineers, Local 399, representing Cook County Operating Engineers and Apprentices, for your consideration and approval.

Submitting a Proposed Resolution sponsored by

TODD H. STROGER, President, Cook County Board of Commissioners

**RESOLUTION**

**WHEREAS**, a Collective Bargaining Agreement for the period December 1, 2006 through November 30, 2010 has been negotiated between the County of Cook and International Operating Engineers, Local 399, representing Cook County Operating Engineers and Apprentices; and

**WHEREAS**, salaries and wages for this agreement have been previously approved for Fiscal Year 2008 by the Board of Commissioners.

**NOW, THEREFORE, BE IT RESOLVED**, that this union agreement be approved by the Board of Commissioners of Cook County.

**OFFICE OF THE COUNTY CLERK**

**CONTRACT ADDENDUM**

**ITEM #21**

**APPROVED AS AMENDED**

Transmitting a Communication, dated November 21, 2008 from

DAVID ORR, County Clerk  
by  
CLEM BALANOFF, Deputy County Clerk

requesting authorization for the Purchasing Agent to extend for one (1) year, Contract No. 07-45-443 with Lake County Press, Waukegan, Illinois, for printing of ballots.

Reason: This extension is necessary to expend the remaining funds for the elections to be held in 2009. Approximately \$447,373.00 remains on this contract. The expiration date of the current contract was November 30, 2008.

Estimated Fiscal Impact: None. Contract extension: December 1, 2008 through November 30, 2009.

Vendor has met the Minority and Women Business Enterprise Ordinance.

\* \* \* \* \*

**ITEM #22**

**APPROVED AS AMENDED**

Transmitting a Communication, dated November 21, 2008 from

DAVID ORR, County Clerk  
by  
CLEM BALANOFF, Deputy County Clerk

requesting authorization for the Purchasing Agent to extend for five (5) months, Contract No. 08-41-104 with Suburban Publishers, Chicago, Illinois, for publication of election notices.

Reason: This extension is necessary to expend the remaining funds for the elections to be held in 2009. Approximately \$521,632.22 remains on this contract. The expiration date of the current contract was November 30, 2008.

Estimated Fiscal Impact: None. Contract extension: December 1, 2008 through April 30, 2009.

OFFICE OF THE SHERIFF

SHERIFF'S DEPARTMENT OF COMMUNITY SUPERVISION AND

INTERVENTION

CONTRACT ADDENDA

ITEM #23

APPROVED

COMMISSIONER PERAICA VOTED "NO".

Transmitting a Communication from

THOMAS J. DART, Sheriff of Cook County

by

DAVID S. DEVANE, Executive Director, Department of Community Supervision and Intervention

requesting authorization for the Purchasing Agent to extend from January 9, 2009 through February 28, 2009, Contract No. 05-73-561 with Healthcare Alternative Systems, Chicago, Illinois, for substance abuse treatment services for the Department of Community Supervision and Intervention's Day Reporting Center's participants.

Reason: The Department of Community Supervision and Intervention has issued a Request for Proposal (RFP) requesting a combination of programming services (substance abuse treatment and all of its auxiliary services) for both the Day Reporting and Pre-Release Centers. The Department is requesting this extension to allow adequate time to review and select its future provider and, additionally, to have the current Day Reporting and Pre-Release contracts conclude on February 28, 2009. Approximately \$254,378.00 remains on this contract. The expiration date of the current contract is January 8, 2009.

Estimated Fiscal Impact: None. Contract extension: January 9, 2009 through February 28, 2009.

Vendor has met the Minority and Women Business Enterprise Ordinance.

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ITEM #24

APPROVED AS AMENDED

COMMISSIONER PERAICA VOTED "NO".

Transmitting a Communication from

THOMAS J. DART, Sheriff of Cook County

by

DAVID S. DEVANE, Executive Director, Department of Community Supervision and Intervention

requesting authorization for the Purchasing Agent to increase by \$120,000.00 and extend from December 21, 2008 through February 28, 2009, Contract No. 05-73-562 with Human Resource Development Institute (HRDI), Chicago, Illinois, for substance abuse treatment for the Department of Community Supervision and Intervention's Pre-Release participants.

Board approved amount <del>12-21-05</del> 11-14-06:	\$718,335.00
Previous increase approved 12-04-07:	720,630.00
This <del>4</del> increase requested:	120,000.00
Adjusted amount:	<del>\$838,335.00</del> \$1,558,965.00

Reason: The Department of Community Supervision and Intervention has issued a Request for Proposal (RFP) requesting a combination of programming services (substance abuse treatment and all of its auxiliary services) for both the Pre-Release and the Day Reporting Centers for the next contract period. The Department is requesting this extension to allow adequate time to review and select its future provider and, additionally, to have the current Pre-Release and Day Reporting contracts conclude on February 28, 2009. The expiration date of the current contract is December 20, 2008.

Estimated Fiscal Impact: \$120,000.00. Contract extension: December 21, 2008 through February 28, 2009. (236-298 Account).

Approval of this item would commit Fiscal Year 2009 funds.

Vendor has met the Minority and Women Business Enterprise Ordinance.

**OFFICE OF THE SHERIFF**  
**DEPARTMENT OF CORRECTIONS**

**INTERGOVERNMENTAL AGREEMENT RENEWALS**

**ITEM #25**

**APPROVED AS AMENDED**

**COMMISSIONER PERAICA VOTED "NO".**

Transmitting a Communication, dated October 30, 2008 from

THOMAS J. DART, Sheriff of Cook County

by

SALVADOR GODINEZ, Executive Director Department of Corrections

requesting authorization for the Purchasing Agent to renew an Intergovernmental Agreement between Department of Corrections and Jefferson County, Illinois, to provide boarding and lodging of up to ~~fifty~~ ~~(50)~~ one hundred (100) male detainees from the Cook County Department of Corrections at a rate of \$50.00 per day plus medical expenses.

In an effort to reduce the number of overflow inmates at the Cook County Department of Corrections, the Sheriff has negotiated this intergovernmental agreement. This agreement will further support the County's compliance with the Duran Consent Decree.

Estimated Fiscal Impact: ~~\$920,000.00~~ \$1,900,000.00 (FY 2008 - ~~\$170,000.00~~ \$300,000.00; and FY 2009 - ~~\$750,000.00~~ \$1,600,000.00).

Approval of this item will commit Fiscal Year 2008 and 2009 funds.

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**ITEM #26**

**APPROVED AS AMENDED**

**COMMISSIONER PERAICA VOTED "NO".**

Transmitting a Communication, dated October 30, 2008 from

THOMAS J. DART, Sheriff of Cook County

by

SALVADOR GODINEZ, Executive Director, Department of Corrections

requesting authorization for the Purchasing Agent to renew an Intergovernmental Agreement between the Department of Corrections and Kankakee County, Illinois, to provide boarding and lodging of up to seventy-five (75) male detainees from the Cook County Department of Corrections at a rate of \$60.00 per day plus medical expenses.

In an effort to reduce the number of overflow inmates at the Cook County Department of Corrections, the Sheriff has negotiated this intergovernmental agreement. This agreement will further support the County's compliance with the Duran Consent Decree.

Estimated Fiscal Impact: ~~\$1,550,000.00~~ \$600,000.00 (FY 2008: ~~\$300,000.00~~ \$200,000.00; and FY 2009: ~~\$1,250,000.00~~ \$400,000.00). Contract Period: October 31, 2008 through October 30, 2009. (239-231 Account). Requisition No. 82390107.

Approval of this item will commit Fiscal Year 2008 and 2009 funds.

**OFFICE OF THE SHERIFF**  
**SHERIFF'S DEPARTMENT OF FISCAL ADMINISTRATION**  
**AND SUPPORT SERVICES**

**AGREEMENT**

**ITEM #27**

<b>APPROVED</b>
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Transmitting a Communication, dated November 10, 2008 from

THOMAS J. DART, Sheriff of Cook County  
by  
ALEXIS A. HERRERA, Chief Financial Officer

requesting authorization to accept an agreement with Nextel Communications, Inc. and Motorola, Inc. for the purpose of re-banding the Cook County Sheriff's Radio System. This re-banding is mandated by the Federal Communications Commission. This agreement allows Nextel to re-band the radio system to comply with Federal guidelines. Nextel is reimbursing Motorola for re-banding.

The Sheriff's Office will receive \$133,819.74, from Nextel as reimbursement for the collection, re-programming and redistribution of radio equipment. This re-banding and re-programming must be completed within 267 days of approval of the agreement. A transitional administrator has been appointed by the Federal Communications Commission and is charged with the oversight of this project.

Estimated Fiscal Impact: None. Revenue Generating Estimate: \$133,819.74.

**PERMISSION TO ADVERTISE**

**ITEM #28**

<b>APPROVED AS AMENDED</b>
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Transmitting a Communication, dated November 3, 2008 from

THOMAS J. DART, Sheriff of Cook County  
by  
ALEXIS A. HERRERA, Chief Financial Officer

requesting authorization for the Purchasing Agent to advertise for bids for the purchase of security upgrades at the 4th Municipal District Courthouse, Maywood, Illinois; 6th District Municipal Courthouse, Markham, Illinois; the Domestic Violence Courthouse; and the Department of Corrections Receiving, Mail Room and Kitchen.

Reason: The Courthouse/Lockups upgrades will be funded by Grant 652, the remaining upgrades will be funded from the Department of Corrections Capital Account. Vendor shall design, install and provide closed circuit video and recording systems. The Sheriff's Office is requesting that this item be bid as a sole source product. Panasonic Video Security Equipment is currently being used throughout the various Cook County facilities. This request will maintain compatibility with current systems. Panasonic Equipment can be bid through a variety of distributors.

Contract period: One time purchase. (652-521 and \*717/239-521 Accounts). Requisition Nos. 96520001 and 92390002.

\*Sufficient funds have been appropriated to cover this request and necessitate the issuance of capital bonds.

**OFFICE OF THE SHERIFF**  
**SHERIFF'S DEPARTMENT OF FISCAL ADMINISTRATION**  
**AND SUPPORT SERVICES continued**

**CONTRACT**

**ITEM #29**

<b>APPROVED AS AMENDED</b>
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Transmitting a Communication, dated November 10, 2008 from

THOMAS J. DART, Sheriff of Cook County  
by  
ALEXIS A. HERRERA, Chief Financial Officer

requesting authorization for the Purchasing Agent to enter into a contract with Motorola, Inc., Schaumburg, Illinois, for the Cook County Interoperable Radio Communication Initiative. This radio system upgrade will provide for the following:

- 1) Deployment of interoperable radios to all police, fire, emergency management and public safety communication centers throughout Cook County and the City of Chicago.
- 2) Enhanced radio systems with additional channels which will allow for communication statewide among all public safety agencies.
- 3) Replacement of the Cook County Sheriff's thirty year old VHS radio system to provide redundant means of communication.
- 4) Purchase of portable and mobile devices for the Sheriff's Office, the Cook County Forest Preserve District, the Highway Department, the Medical Examiner's Office, the Emergency Management Agency, the State's Attorney's Office, and the Department of Public Health.
- 5) Enhancement of the radio system at Stroger Hospital of Cook County to provide in-building coverage.
- 6) Installation of a high performance data system that will integrate the present antenna network and provide a computer aided dispatch link to mobile units throughout Cook County and the City of Chicago.
- 7) Completion of the microwave connection links presently in operation to all radios.
- 8) Uninterruptable power system enhancement to all Cook County Radio Towers.

Reason: A Request for Proposal (RFP) was conducted by an appointed committee, in which Motorola, Inc. was the sole respondent. In that, the vendor meets all the technical requirements of the RFP and we are requesting the contract be awarded.

Estimated Fiscal Impact: \$447,452.00. (\*715/211-570 Account). Grant funded amount: \$49,670,138.00 [\$29,425,840.00 - (769-570 Account); and \$20,244,298.00 - Public Safety Interoperable Communications Grant (PSIC)].

\*Sufficient funds have been appropriated to cover this request and necessitate the issuance of capital bonds.

Vendor has met the Minority and Women Business Enterprise Ordinance.

**OFFICE OF THE SHERIFF**  
**SHERIFF'S DEPARTMENT OF FISCAL ADMINISTRATION**  
**AND SUPPORT SERVICES continued**

**CONTRACT ADDENDUM**

**ITEM #30**

<b>APPROVED</b>
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Transmitting a Communication from

THOMAS J. DART, Sheriff of Cook County  
by  
ALEXIS A. HERRERA, Chief Financial Officer

requesting authorization for the Purchasing Agent to extend from December 22, 2008 through January 31, 2009, Contract No. 07-45-414 with Best Technology Systems, Inc., Plainfield, Illinois, for maintenance and decontamination services of Sheriff's Police Maywood Firearms Range.

Reason: This request is necessary to allow sufficient time for the bid, award and implementation of the new contract for which bids are scheduled to be opened on December 18, 2008. Approximately \$40,000.00 remains on this contract. The expiration date of the current contract is December 21, 2008.

Estimated Fiscal Impact: None. Contract extension: December 22, 2008 through January 31, 2009.

Vendor has met the Minority and Women Business Enterprise Ordinance.

**OFFICE OF THE SHERIFF**  
**POLICE DEPARTMENT**

**GRANT AWARDS**

**ITEM #31**

**APPROVED**

Transmitting a Communication, dated October 23, 2008 from

THOMAS J. DART, Sheriff of Cook County  
by  
WILLIAM McHENRY, Chief of Police

requesting authorization to accept a grant award in the amount of \$108,340.24 from the Illinois Department of Transportation, Division of Traffic Safety, for reducing the incidence of speed related personal injury and fatality crashes through highly visible and increased enforcement of speed related laws and compliance with the posted limits.

Estimated Fiscal Impact: None. Grant Award: \$108,340.24. Funding period: October 1, 2008 through September 30, 2009.

The Budget Department has received all requisite documents, and determined the fiscal impact on Cook County, if any.

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**ITEM #32**

**APPROVED**

Transmitting a Communication, dated October 23, 2008 from

THOMAS J. DART, Sheriff of Cook County  
by  
WILLIAM McHENRY, Chief of Police

requesting authorization to accept a grant award in the amount of \$52,493.76 from the Illinois Department of Transportation, Division of Traffic Safety. These funds will allow the police department to conduct directed enforcement for alcohol mobilizations and/or occupant protection mobilizations during one or more critical holiday and other special campaigns.

Estimated Fiscal Impact: None. Grant Award: \$52,493.76. Funding period: October 1, 2008 through September 30, 2009.

The Budget Department has received all requisite documents, and determined the fiscal impact on Cook County, if any.



**OFFICE OF THE STATE'S ATTORNEY**

**GRANT AWARD ADDENDUM**

**ITEM #33**

**APPROVED**

Transmitting a Communication, dated October 24, 2008 from

DENNIS MANZKE, Chief of the Administrative Services Bureau, State's Attorney's Office

requesting authorization to accept a grant extension from December 6, 2008 to January 3, 2009 from the Illinois Criminal Justice Information Authority (ICJIA). This extension will enable our office to expend the remaining grant funds that were awarded. This grant funds for the Sexual Assault/Domestic Violence Prosecution Coordination Program, which enables the State's Attorney's Office to better utilize staff and resources to effectively address the combined issues of sexual assault and domestic violence. This program provides funding to allow the State's Attorney's Office to dedicate five (5) assistant state's attorneys, four (4) investigators, two (2) victim specialists, one (1) Domestic Violence Resource Center Coordinator and one (1) administrative assistant.

This grant requires that our office match one dollar for each three dollars of federal funding. The match commitment for this program consists of an in-kind match of the salary and fringe benefits of one (1) investigator as well as a cash match of the salaries and benefits of one (1) additional investigator and one (1) assistant state's attorney and the remaining benefits of the grant-funded staff that were not covered by the federal award.

The authorization to accept the original grant was given on March 18, 2008 by the Cook County Board of Commissioners in the amount of \$832,345.00 with a total match of \$372,234.00.

Estimated Fiscal Impact: None. Funding period extension: December 6, 2008 through January 3, 2009.

The Budget Department has received all requisite documents, and determined the fiscal impact on Cook County, if any.

**GRANT AWARD RENEWALS**

**ITEM #34**

**APPROVED**

Transmitting a Communication, dated October 27, 2008 from

DENNIS MANZKE, Chief of the Administrative Services Bureau, State's Attorney's Office

requesting authorization to renew a grant in the amount of \$300,000.00 from the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention for the Cook County Internet Crimes Against Children (ICAC) Task Force Program. This grant provides funding to equip and train the Cook County ICAC Task Force partner agencies in an effort to aggressively identify, investigate and prosecute persons who use the Internet to sexually exploit children as well as to dedicate one assistant state's attorney on a full-time basis to the prosecution of cases generated through the Task Force. Task Force partners include representatives of the State's Attorney's Office, the Chicago Police Department and law enforcement agencies from each of the five suburban Municipal Districts. Task Force partners from local law enforcement agencies will concentrate their investigative efforts in the City of Chicago and the entire outlying suburban Cook County area.

This grant does not require a cash match.

The authorization to accept the previous grant was given on July 12, 2005 by the Cook County Board of Commissioners in the amount of \$100,000.00. Authorization to accept a supplemental award was given on November 6, 2007 in the amount of \$225,000.00.

Estimated Fiscal Impact: None. Grant Award: \$300,000.00. Funding Period: August 1, 2008 through July 31, 2009.

The Budget Department has received all requisite documents, and determined the fiscal impact on Cook County, if any.

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**OFFICE OF THE STATE'S ATTORNEY continued**

**GRANT AWARD RENEWALS continued**

**ITEM #35**

**APPROVED**

Transmitting a Communication, dated November 3, 2008 from

DENNIS MANZKE, Chief of the Administrative Services Bureau, State's Attorney's Office

requesting authorization to renew a grant in the amount of \$106,000.00 from the Illinois Criminal Justice Information Authority (ICJIA). These Project Safe Neighborhoods (PSN) funds will enable the State's Attorney's Office to maintain one (1) assistant state's attorney dedicated to the Gang Crimes Unit within the Special Prosecutions Bureau. In accordance with the Project Safe Neighborhoods mission, this assistant state's attorney will be dedicated to the investigation and prosecution of individuals who purchase, possess, sell, distribute or use illegal firearms. In addition to prosecuting violent offenses in which a firearm was used, this prosecutor will also target cases of unlawful sale or delivery of firearms, gunrunning, and defacing identification marks of firearms in an effort to reduce the flow of firearms into the hands of criminals. There is no match requirement for this grant.

The authorization to accept the previous grant was given on December 18, 2007 by the Cook County Board of Commissioners in the amount of \$106,964.00.

Estimated Fiscal Impact: None. Grant Award: \$106,000.00. Funding Period: October 1, 2008 through September 30, 2009.

The Budget Department has received all requisite documents, and determined the fiscal impact on Cook County, if any.

**PENDING LITIGATION**

**ITEM #36**

**REFERRED TO THE LITIGATION SUBCOMMITTEE #297545**

Transmitting a Communication, dated November 10, 2008 from

PATRICK T. DRISCOLL, JR., Deputy State's Attorney, Chief, Civil Actions Bureau

respectfully request permission to discuss the following case with the Board or the appropriate committee thereof:

1. Annette Davis v. County of Cook, Case No. 08-L-8229

\* \* \* \* \*

The next regularly scheduled meeting is presently set for Wednesday, December 17, 2008.